

BP-03155



BIDDER CHECK LIST

HAVE YOU SIGNED BID	_____
SIGNED AFFIDAVIT PAGE(S)	_____
INCLUDED PROPER BID BOND	_____
FILLED OUT ALL APPLICABLE FORMS	_____
RETURNED ORIGINAL & DUPLICATE	_____
COPIES OF BID DOCUMENTS	_____

**CITY OF BALTIMORE
SPECIFICATIONS AND PROPOSAL**

TO
PROVIDE EMPLOYEE DENTAL PLAN SERVICES
for
BALTIMORE CITY

TO - THE BUREAU OF PURCHASES

CONTRACT NUMBER – BP-03155

DATE DUE MAY 7, 2003 11:00 A.M.

NOTE: THERE WILL BE A PRE-BID MEETING ON THIS SOLICITATION. SEE SECTION 12.0 FOR INSTURCTIONS. ANY QUESTIONS YOU HAVE CONCERNING THESE SPECIFICATIONS AND PROPOSAL SHOULD BE DIRECTED IMMEDIATELY TO THE BUYER NAMED BELOW AT THE EARLIEST POSSIBLE TIME.

ARTHUR B. McNEAL, SR., CPPO, MCA
CITY PURCHASING AGENT
TELEPHONE - (410) 396-5700
FAX – (410)-396-1822
E-MAIL aurhur.mcneal@baltimorecity.gov

CONDITIONS OF FORMAL BID/CONTRACT

TABLE OF CONTENTS

General Paragraph	Title	Page
I.	GUARANTEE/DEPOSIT.....	2
II.	RESERVATIONS.....	2
III.	AFFIDAVITS AND BID/PROPOSAL DOCUMENT.....	2
IV.	INDEMNIFICATION.....	2
IV.	FAIR COMPETITION.....	2
V.	CONFLICT OF INTEREST.....	3
VI.	DEVIATIONS TO SPECIFICATIONS.....	3
VII.	CHANGES TO SPECIFICATIONS.....	3
VIII.	CONDITIONAL, QUALIFIED OR NON-RESPONSIVE PROPOSALS.....	3
IX.	WAIVER OF TECHNICALITIES IN SPECIFICATIONS.....	3
X.	OMISION OF SPECIFICATIONS.....	3
XI.	CLARIFICATION OF PROPOSALS.....	3
XII.	DELIVERY AND F. O.B. POINT.....	3
XIII.	LABOR, WAGES AND WORK SCHEDULE.....	4
XIV.	INSURANCE.....	4
XV.	TAXES.....	4
XVI.	REQUIREMENTS FOR MINORITY BUSINESS ENTERPRISE PARTICIPATION.....	4
XVII.	METHOD OF AWARD.....	5
XVIII.	BOARD OF ESTIMATES AGENDA.....	5
XIX.	PERFORMANCE GUARANTEE.....	5
XX.	SEVERABILITY.....	6
XXI.	SUBLET OR ASSIGN.....	6
XXII.	OFFEROR'S COOPERATION.....	6
XXIII.	GENERAL RESPONSIBILITY OF OFFEROR.....	6
XXIV.	OFFEROR'S SUPERVISION.....	6
XXV.	OFFEROR NOT AN AGENT OR EMPLOYEE OF THE CITY.....	6
XXVI.	CHANGES TO CONTRACT.....	6
XXVII.	GUARANTEE/WARRANTY.....	7
XXVIII.	TERMINATION FOR DEFAULT/CONVENIENCE.....	7
XXIX.	BILLS OF LADING/DELIVERY TICKETS.....	7
XXX.	INSPECTION.....	7
XXXI.	NONDISCRIMINATION.....	7
XXXII.	INVOICES.....	7
XXXIII.	PAYMENTS.....	7
XXXIV.	ACCESS AND RETENTION OF RECORDS.....	8
XXXV.	QUALITY ASSURANCE.....	8
XXXVI.	AUTHORITY OF THE CITY PURCHASING AGENT.....	8
XXXVII.	SUBCONTRACTOR BONDING.....	8
XXXVIII.	DEBRIEFING OF UNSUCCESSFUL OFFERORS.....	8
XXXIX.	PROTESTS.....	9
XL.	NOTICE.....	9
XLI.	GENDER.....	9
XLII.	COMPLIANCE WITH LAW.....	9
XLIII.	GOVERNING LAW.....	9

SPECIAL

Page 10 to 30

SPECIFICATIONS

Page DS-1 to DS-9

BID/PROPOSAL DOCUMENTS

Page B/1 to B/97

ATTACHMENTS-FIRST SOURCE HIRING PACKAGE

ASSISTANT CITY SOLICITOR
CITY OF BALTIMORE

CITY PURCHASING AGENT

CITY OF BALTIMORE

GENERAL CONDITIONS OF BID, PROPOSAL AND CONTRACT:

Please Note: Bidder, Proposer, Offeror, Contractor will be hereinafter referred to as "Offeror". Sealed bids, or proposals in duplicate, as indicated below, submitted on the attached forms and addressed to the BOARD OF ESTIMATES FOR FURNISHING AND DELIVERING:

BP-03155 – PROVIDE EMPLOYEE DENTAL PLAN SERVICES

Will be received in the OFFICE OF THE CITY COMPTROLLER, ROOM 204, CITY HALL, 100 NORTH HOLLIDAY STREET, BALTIMORE, MARYLAND 21202, no later than 11:00 A.M. Local Time on Wednesday, MAY 7, 2003 and will be publicly opened at 12 NOON BY THE BOARD OF ESTIMATES ON MAY 7, 2003

Copy 1 - Original Bid: No information other than included in, referred to or attached to this document will be used in determining the award.

Copy 2 - Duplicate: For information and reference purposes only and will be available to all Offerors and the general public in the Comptroller's Office after bids have been opened.

Copy 3 - Retain this copy for your file.

LATE BIDS/PROPOSALS WILL NOT BE ACCEPTED

I. GUARANTEE/DEPOSIT (Bids/Proposals when filed, shall be IRREVOCABLE).

A. All Bids/Proposals (unless otherwise noted) shall be accompanied by one of the following:

1. A One Time Bid Bond; or
2. Annual Bid Bond or Continuous Bid and Performance Bond which must be on file at the time of bid receipt; or
3. DEPOSIT OF \$5,000 OR LESS by a check of any type drawn upon any solvent clearing house bank of the United States, a Registered Check or U. S. Postal Money Order, or;
4. DEPOSIT OF MORE THAN \$5,000 by a Certified Check, Bank Cashiers Check or Bank Treasurers Check.

B. All bid guarantees (unless otherwise noted) shall be computed as stipulated below, made payable to the DIRECTOR OF FINANCE AND SUBMITTED WITH THE BID.

Bid/Guarantee Deposit shall be in the amount of \$2,000.

C. Where an award is made, the Contract and Performance Bond requirements shall be promptly and properly executed. The requirements of prompt execution will be considered as fulfilled if accomplished within thirty (30) working days after award. Checks and/or a Bid Bond shall be forfeited to the City as liquidated damages, as required by Article VI, Section II of the City Charter, for failure to comply with this requirement. Upon execution of the Contract and Performance Bond, the City shall refund to the successful Offeror the amount deposited or release the amount charged against the bond as bid guarantee.

D. A bid guarantee posted by unsuccessful Offeror's shall be refunded or released promptly after an award is made.

II. RESERVATIONS: The Board of Estimates reserves the right to:

- A. Increase award(s) by 25% within thirty (30) days after award;
- B. Reject any or all Bids/Proposals, and/or waive technical defects if, in its judgement, the interest of the City shall so require; and/or
- C. Retain all Bid/Proposal documents whether rejected or not.

III. AFFIDAVITS AND BID/PROPOSAL DOCUMENT:

- A. All Bids/Proposals will be completed and submitted on the attached Bid/Proposal document in duplicate. Any additional information and/or deviations to the specifications will be in the form of attachments thereto.
- B. An authorized person must sign the Bid/Proposal and affidavit signature page. If a bid is submitted on behalf of any corporation, any authorized officer as agent must sign it in the name of the corporation thereof. If practicable, the seal of the corporation shall be applied.
- C. Failure to comply may be cause for rejection of Bid/Proposal.

IV. INDEMNIFICATION:

The Offeror shall indemnify, save, defend and hold harmless the Mayor and City Council of Baltimore, its officers, employees and agents ("City") from any and all liability, claims, demands, suits and actions, including attorney's fees and court costs connected therewith, brought against the City, as a result of any direct or indirect, willful or negligent act or omission of the Offeror, its officials, employees, subcontractors or agents in the performance of the contract. Additionally, the Offeror shall indemnify, save, defend and hold harmless the City, its officers, employees and agents from any and all liability, claims, damages, interruptions in service, deliveries, deliverables and failures attributable to or caused by the Offeror's failure to modify, change, enhance, correct, realign or update any products, commodities or services for year 2000 compliance issues.

V. FAIR COMPETITION:

- A. Competition is encouraged even though a particular manufacturer's name or brand is specified to indicate the level of quality desired. Bids/Proposals will be considered on other brands as "or equal" when the Offeror indicates clearly the product (Brand and Model Number) which is being offered. A sample or sufficient data in detail to enable a proper comparison to be made with the particular material specified shall be included. The City Purchasing Agent, considering equality of design, construction and function will make the determination of the acceptability of an equivalent product.
- B. No Offeror will be allowed to offer more than one price on each item. If said Offeror should submit more than one price on any item, all prices for that item will be rejected at the discretion of the City Purchasing Agent.
- C. To better insure fair competition and to permit a determination of the lowest responsive and responsible Offeror, proposals may be rejected if they show any irregularities, conditions, non-conformities, or bids obviously unbalanced.

- D. Samples, where required, shall be delivered to the Bureau of Purchases, 231 East Baltimore Street, Suite 300, Baltimore, Maryland 21202, unless otherwise stated in the specifications. Packages shall be marked "SAMPLES FOR BUREAU OF PURCHASES", with the name of the Offeror, Contract Number and Item Number. Failure of the Offeror to furnish an itemized packing list and clearly identified samples as indicated may be considered sufficient reason for rejection of the Bid/Proposal. The City Purchasing Agent reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Offeror, if any samples are lost or destroyed. Upon notification by the City Purchasing Agent that a sample is available for pickup, it shall be removed within thirty (30) days, at the Offeror's expense or the City Purchasing Agent will dispose of same at his discretion. All deliveries under the contract shall conform in all respects with samples and/or data as submitted and accepted as a basis for the award.

VI. **CONFLICT OF INTEREST:**

By executing this contract, the Offeror asserts that it has not engaged in any practice or entered into any past or ongoing contract that would be considered a conflict of interest with the instant contract. Offeror agrees to refrain from entering into all such practices or contracts during the term of this instant contract (and any extensions thereto), including any agreements and/or practices that could give rise to even the appearance of a conflict of interest. Furthermore, the Offeror asserts that it has fully disclosed to the City any and all practices and/or contracts of whatever nature or duration that could give rise to even the appearance of a conflict of interest with the parties or subject matter of the instant agreement and will continue to do so during the term of this contract and any extensions thereto. Additionally, the Offeror warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the Offeror, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Offeror, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this contract.

VII. **DEVIATIONS TO SPECIFICATIONS:**

All deviations from the specifications MUST BE NOTED IN DETAIL by the Offeror, in writing, AT THE TIME OF SUBMITTAL OF THE FORMAL BID/PROPOSAL. In the absence of a written list of specification deviations at the time of submittal of the Bid/Proposal, the Offeror shall be held strictly accountable to the City of Baltimore for the specifications as written. Any deviation from the specifications as written, not previously submitted and accepted, is ground for rejection of the material, equipment and/or services when delivered or performed.

VIII. **CHANGES TO SPECIFICATIONS:**

Any person contemplating submitting a Bid/Proposal for this contract requesting a change in or uncertain as to the true meaning of the specifications or other contract documents or any part thereof, MUST submit to the City Purchasing Agent a written request for said change or interpretation. Said request, with supporting documents, drawing, et cetera shall be received by the City Purchasing Agent on or before ten (10) business days prior to the day on which the Bids/Proposal are due. Any substantive change or interpretation of the contract documents or specifications, if made, will be made only by addendum duly issued. A copy of such addendum will be furnished to each known person receiving a set of such documents. The City will not be responsible for any explanations, changes, or interpretations to the proposed documents made or given prior to the award of the contract.

IX. **CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS:**

All Bids/Proposals shall be submitted in a form and manner as indicated by the proposal document and proposal forms. Any proposal, which is not submitted in a form and manner indicated by the proposal document and proposal forms or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposals submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which had not previously been approved by written addendum issued by the City Purchasing Agent, or which does not meet legal requirements shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all the detailed specifications or other requests for information including execution of proposal forms may be declared "non-responsive" by the City and recommended for rejection. The City of Baltimore shall not be responsible for any errors or omissions of the Offeror.

X. **WAIVER OF TECHNICALITIES IN SPECIFICATIONS:**

Minor differences in specifications or other minor technicalities may be waived at the discretion of the Board of Estimates upon the recommendation of the City Purchasing Agent.

XI. **OMMISSIONS OF SPECIFICATIONS:**

The omission by the City of any specifications or details of any specification which would normally apply to the product or service specified herein, shall not relieve the Offeror from fulfilling those required specifications needed to provide an end product or service best suited to the intended purpose of this contract as determined by the City Purchasing Agent.

XII. **CLARIFICATION OF PROPOSALS:**

If during the evaluation process, the City (or Evaluation Committee – hereinafter referred to as "City") determines that it needs clarification on a portion(s) of the Proposal, the City may require the Offeror to appear before the City at a time and place to be specified by the City, and request the Offeror to clarify that portion(s) of the Proposal which is in question; however, the City is under no obligation to do so. The term "clarification" used herein shall simply mean the Offeror may "explain and/or make clear" the "meaning or understanding" of some specified portion of the Offeror's original submission upon request of the City.

XIII. **DELIVERY AND F.O.B. POINT:**

- A. Each Offeror shall guarantee that it will deliver materials, equipment and/or perform services in accordance with the delivery schedule as outlined in the contract.
- B. All materials, equipment and/or services shall be bid F.O.B. Destination (delivered) unless otherwise clearly specified by the City.
- C. If delivery or execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control and without fault or negligence by the Offeror, the Offeror shall notify the City Purchasing Agent, in writing, within fifteen (15) days after the cause of the delay. Such causes may be included, but are not restricted to: Acts of God,

Acts of the Public Enemy, Acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, restrictions, strikes, freight embargoes, and unusually severe weather. The City Purchasing shall ascertain the facts and extent of each failure and if he determines that failure was occasioned by excusable causes, may increase delivery time by a period equal to the aggregate time lost due to such causes.

XIV. LABOR, WAGES AND WORK SCHEDULE:

- A. Services Offerors shall comply with all legally mandated wages as follows:
1. For construction services contracts the provisions of Article I, Sec. 19-26 of the Baltimore City Code relative to hours of labor, overtime, wages, apprenticeship and payroll reporting. The Prevailing Wage Rate Schedules for these contracts are included in the bid documents.
 2. For all other services contracts, in accordance with all current minimum wage rates applicable throughout the contract period at no increase in contract price, the City's Living Wage provision may apply where applicable.
- B. All work schedules shall be coordinated with the City based on a normal workweek being Monday through Saturday.
1. No work requiring the presence of an engineer or inspector will be permitted on Sunday, except in cases of emergency, and then only to such extent as is absolutely necessary and with permission of the City Purchasing Agent.
 2. No work will be permitted on legal holidays in the City of Baltimore, except in cases of emergency, and in all such cases of emergency, the written permission of the City Purchasing Agent must first be obtained. Offeror should check with the contracting agency for dates of legal holidays.
 3. If the Offeror desires to work on any legal holiday, the Offeror will inform the City Purchasing Agent in writing at least two (2) days in advance of such holiday. Indicate the nature of the emergency, the location at which work will be conducted, and the intent to comply with the provisions of Ordinance No. 442, pertaining to premium pay for overtime, Sunday and holiday work. If any holiday falls on a Sunday, the following Monday shall be considered holiday, and it will be celebrated on Friday, if the holiday falls on Saturday.

XV. INSURANCE:

The Offeror shall procure and maintain the following specified insurance coverage during the entire life of this contract, including any extensions thereof.

- A. COMMERCIAL GENERAL LIABILITY INSURANCE, at limits not less than One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries or death and property damage and with those policies with aggregate limits, a Three Million Dollar (\$3,000,000) aggregate limit is required. Such insurance shall include contractors liability insurance.
- B. BUSINESS AUTOMOBILE LIABILITY INSURANCE, at a limit of not less than One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries or deaths and property damages. Such insurance shall apply to any owned, non-owned or hired vehicle used in the performance of this contract.
- C. WORKERS COMPENSATION INSURANCE, as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law.
- D. The Mayor and City Council of Baltimore, its elected/appointed officials, and its employees are hereby named as additional insureds and shall be covered, by endorsement, as additional insureds as respects to liability arising out of activities performed by and/or on behalf of the Offeror in connection with this contract.
- E. The Offeror's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- F. To the extent of the Offeror's negligence, the Offeror's insurance coverage shall be primary insurance as respects the City, its elected/appointed officials, employees and agents. Any insurance and/or self-insurance maintained by the City, its elected/appointed officials, employees or agents should not contribute with the Offeror's insurance or benefit the Offeror in any way.
- G. Required insurance coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City. There will be an exception for non-payment of premium, which is ten (10) days' notice of cancellation.
- H. Unless otherwise approved by the City, insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII and must be licensed/approved to do business in the State of Maryland.
- I. The Offeror shall furnish the City a "Certificate of Insurance" with a copy of the additional insured endorsement as verification that coverage is in force or will be provided at the time of contract execution. The City reserves the right to require complete copies of insurance policies with endorsements at any time.
- J. Failure to obtain insurance coverage as required or failure to furnish a Certificate(s) of Insurance as required may render this Contract null and void; provided, however, that no act or omission of the City shall in any way limit, modify, or affect the obligations of the Offeror under any provision of this Contract.

XVI. TAXES:

No State Sales or Federal Excise Taxes apply. Maryland Sales and Use Tax Exemption Certificate #30000055 9 is applicable (or applies). The City is exempt from Federal Excise Tax per Chapter 32 Int. Rev. Code, Certificate No. A-112136.

XVII. REQUIREMENT FOR MINORITY BUSINESS ENTERPRISE PARTICIPATION:

Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition) is incorporated into the Agreement by reference. The failure of the Contractor to comply with this Subtitle is a material breach of contract. During the term of this Agreement, the Contractor agrees to fulfill the MBE and WBE commitment submitted with the Contractor's bid. Failure to comply with the levels of MBE and WBE participation identified in the bid is a material breach of contract. Contractors understand that authorized representatives of the City of Baltimore may examine, from time to time, the contractor's books, records and files to the extent that such material is relevant to a determination of whether the Contractor is complying with the MBE and WBE participation requirements of this Agreement. The Contractor agrees to pay all subcontractors within seven (7) days of receipt of payment from the City. Beginning with the second pay request from the Contractor to the City, the Contractor agrees to provide the City with written evidence that

all subcontractors have been paid out of the proceeds of the prior payment, unless a bona fide dispute, documented in writing, exists between the Contractor and the unpaid subcontractor. Contractor agrees to submit the following to the Minority and Women's Business Opportunity Office (MWBOO) when requested:

1. Copies of signed agreements with the business enterprises being utilized to achieve the contract goals;
2. Reports and documentation, including canceled checks, verifying payments to the business enterprises being used to achieve the contract goals; and
3. Reports and documentation on the extent to which the Contractor has awarded subcontractors to Minority and Women's Business Enterprises under contracts not affected by Article 5, Subtitle 28.

If the Contractor is unable to meet any contract goal by utilizing the certified business enterprises specified at bid opening, the Contractor must seek a substitute certified business enterprise to fulfill its commitment. All substitutions must receive prior written approval by the Minority and Women's Business Enterprise Opportunity Office (MWBOO). If, after good faith efforts, the Contractor is unable to find a substitute, the Contractor may request a waiver of the goal(s). Before final payment may be made under this Agreement, the Contractor must submit a list of all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE. The list must include, as to each subcontractor:

1. Name;
2. Total amount paid to subcontractor; and/or the
3. Owner's race/ethnicity and sex.

A Contractor who fails to comply with the requirements of Article 5, Subtitle 28 of the Baltimore City Code is subject to the following penalties; suspension of contract; withholding of funds; rescission of contract based on material breach; disqualification of Contractor from eligibility for providing goods or services to the City for a period not to exceed two (2) years; and payment of liquidated damages.

XVIII. METHOD OF AWARD:

- A. Cash Discount(s) will be taken into consideration in determining an award. An offer of a Cash Discount must allow a reasonable period of no less than twenty (20) days in order to be included in the evaluation of bid pricing. A bid offering a Cash Discount in a period of less than twenty (20) days will be evaluated as a bid without a Cash Discount offer. Should this Offeror obtain an award by reason of its gross price, the City will accept the offer of any Cash Discount. Minimum terms will be Net 30.
- B. Unless clearly shown on the Bid/Proposal that the Offeror intends that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. In the event of any discrepancy between a unit price(s), and or/total price(s), unit price(s) will govern and the results will be adjusted accordingly.
- C. Unless otherwise specifically provided for elsewhere in the Bid/Proposal document, the City Purchasing Agent reserves the right to make award(s) to the lowest responsive and responsible Offeror.

XIX. BOARD OF ESTIMATES AGENDA:

Each Offeror, if interested, shall be fully responsible for ascertaining when this proposal item will be presented to the Board of Estimates for any appropriate action. The City will not give any further notice. Information pertaining to scheduled Board action may be obtained by calling the Clerk of the Board of Estimates at 410-396-4755. The Comptroller's Office sets the agenda, not the Bureau of Purchases. The Board of Estimates meets every Wednesday at 9 a.m., except holidays. FROM TIME TO TIME, A BOARD OF ESTIMATES MEETING MAY BE CANCELED WITH VERY SHORT NOTICE. IN THAT EVENT, ANY PROPOSAL THAT IS DUE ON THE CANCELED MEETING DATE SHALL STILL BE DUE AND SUBMITTED AS ORIGINALLY SCHEDULED, EXCEPT FOR HOLIDAYS, AND ANY PROPOSAL THAT IS DUE TO BE OPENED ON THE CANCELED MEETING DATE SHALL BE HELD BY THE COMPTROLLER'S OFFICE TO BE OPENED ON THE NEXT SCHEDULED BOARD OF ESTIMATES MEETING DATE WITHOUT ANY ADDITIONAL PUBLIC NOTICE OR NOTICE TO VENDORS.

XX. PERFORMANCE GUARANTEE:

- A. The successful Offeror(s) shall promptly supply a performance guarantee warranting that the Offeror shall comply in all respects with the terms and conditions of the contract and its obligations thereunder.
- B. The performance guarantee shall be in the full amount of the contract and shall be fulfilled by (Forms and instructions may be obtained from the City Purchasing Agent):
 1. Awards between \$100,000 and \$200,000 by coverage under a Continuous Bid and Performance Bond, separate Payment and Performance Bonds, or under the City's Self-Insurance Program for Commodities, Services and Construction Contracts with the exceptions noted below. Successful Offerors shall be required to pay to the Director of Finance at the established rate per thousand on the full amount of the contract. Successful Offerors shall be in compliance with Paragraph IV, indemnify the City from and against any and all losses, costs, damages, and expenses of whatsoever kind or nature which the City shall or may incur by reason of or in consequence of having secured the performance of this contract in accordance with the terms and conditions of said Self-Insurance Program. For Self-Insurance Program coverage, the Offeror certifies by signing this bid that:
 - a. The Offeror and/or any previously owned business is/are not to and have never been in bankruptcy or in the hands of a receiver.
 - b. The Offeror and/or any previously owned business is/are not to have never been in default to the City under the terms of any City contract (default meaning an Offeror's failure where the City had to take legal action to obtain remedy, or where a bonding company had to reimburse the City or where the City or where the Offeror was declared in default by the Board of Estimates).
Exceptions – The successful Offeror will be required to post either a Customary Performance Bond, an Irrevocable Letter of Credit, or a Continuous Bid and Performance Bond, if any of the following applies:
 - 1) The Offeror is unable to certify as required above;

- 2) Substantial warranty coverage extends beyond one (1) year; and/or
 - 3) The award period for the work to be done extends beyond twenty-four (24) months.
2. Awards over \$200,000 by coverage under one of the following:
 - a. Performance Bond (on the standard city form).
 - b. Irrevocable Letter of Credit in a form acceptable to the City.
 - c. Continuous Bid and Performance Bond (on the standard City form).
 - C. Payment Bonding shall be required on all construction services contracts of \$100,000 or more.
 - D. A Fidelity Bond in the amount stipulated shall be furnished when required in the contract.
 - E. Whenever the performance guarantee so furnished shall be deemed by the City to be insufficient or unsatisfactory, the Offerors, within ten (10) days after notice to that effect, shall furnish and deliver a new and/or additional performance guarantee to the City whenever and so often as the City shall require.
 - F. Performance and payment guarantee will remain in effect until completion of the contract and final acceptance of materials and/or services and/or expiration of all warranties for materials and/or services whichever is longer.
 - G. The City will place orders for delivery of materials and/or services covered by contract upon completion and approval of all contract documents.

XXI. SEVERABILITY:

The provisions of this contract are severable. If any paragraph, section, subsection, sentence, clause, work, or phrase of this contract is for any reason held to be contrary to any law, rule or regulation, said paragraph, section, subsection, sentence, clause, word or phrase may be removed from the contract at the sole discretion of the City Purchasing Agent and/or the Board of Estimates. Such decision shall not affect the legality of the remaining portions of the contract unless the contract otherwise determined by and at the sole discretion of the City Purchasing Agent and/or the Board of Estimates.

XXII. SUBLET OR ASSIGN:

- A. The Offeror shall give its full personal attention constantly to the faithful execution of this contract, and shall keep the same under its control. Assigning or subletting any part after the award of this contract shall require approval in writing from the City Purchasing Agent.
- B. The Offeror shall not assign any of the monies payable under the contract, or its claims thereto, without first giving written notification to the City Purchasing Agent. Such notice shall be hand delivered with receipt obtained therefore, or mailed by Certified Mail, return receipt requested.
- C. Nothing contained in this contract document shall create any contractual relationship between any subcontractor and the City.

XXIII. OFFEROR'S COOPERATION:

The Offeror shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the City Purchasing Agent, whenever requested in connection with the performance of this contract.

XXIV. GENERAL RESPONSIBILITY OF OFFEROR:

- A. All equipment, materials and/or services furnished under this contract shall be in complete compliance with all current Federal, State, City and local municipal regulations, standards, laws, ordinances and statutes in any matter affecting performance and pricing under this contract and must meet or exceed specification requirements.
- B. The Offeror shall, prior to or at the time of executing the contract and bond herein referred to, exhibit to the City Purchasing Agent all licenses and permits required for the performance of the work referred to herein.
- C. The Offeror shall inform the City Purchasing Agent of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business and/or assignment.

XXV. OFFEROR'S SUPERVISION:

The Offeror shall be fully responsible for supervision and the actions of its employees. The City shall exercise no supervision or control over the Offeror's employees.

XXVI. OFFEROR'S NOT AN AGENT OR EMPLOYEE OF THE CITY:

No language or wording contained in this contract document shall be used to construe the Offeror as an "agent" or "employee" of the City of Baltimore, nor shall any such language or wording be used to construe the City as an "agent" or "employer" of the Offeror and/or of any of the Offeror's employees, and/or of any of the Offeror's subcontractors or their employees. The Offeror shall have the entire responsibility and liability for any and all damage or injury of any kind or nature, whatsoever, to all persons, whomsoever, whether employees of the Offeror or otherwise, and to all property, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with the execution of the work provided for in this contract. Nothing contained in these contract documents shall create any contractual relationship between any subcontractor and the City.

XXVII. CHANGES TO CONTRACT:

After the contract award, the City will have the unilateral right to order changes to the contract and the Offeror may request changes to the contract. In either case, the City Purchasing Agent shall have the undisputed right to decide on such charges provided a careful lump sum estimate shall have been made under generally accepted accounting principles of the cost effect of proposed additions or deductions and schedule and a written proposal submitted by the Offeror. If the Proposal is accepted, the changes must be by written order of the City Purchasing Agent. No variations from the contract price and/or schedule either by addition or deduction shall be made without this written order. Should a change become necessary and the Offeror and City Purchasing Agent fail to agree upon a lump sum, the City Purchasing Agent shall have the right to issue an order for the work to be changed, and a correct account kept of the actual cost thereof, and an amount not exceeding fifteen (15) percent shall be added to cover the Offeror's overhead and profit, which total amount shall stand as the price to be deducted or added for changes. No such changes shall invalidate the original contract. Unless an extension of time for completion is specifically stated in such order, it shall be considered that no additional time is to be allowed.

XXVIII. GURANTEE/WARRANTY:

- A. Unless indicated otherwise by another provision of the contract, all work, supplies, materials and requirements described in the specifications, including any modifications thereto, shall be guaranteed/warranty for a period of one (1) year from the date of delivery and/or final acceptance by the City. Such guarantee/warranty shall include, but not be limited to the following:
 - 1. Against any and all faulty or important materials, and/or equipment; or imperfect, careless or unskilled workmanship, as determined by the City Purchasing Agent; and/or
 - 2. Against any injury or undue deterioration resulting from proper and normal use of goods and/or services, as determined by the City Purchasing Agent.
- B. The Offeror shall remove and replace with proper materials, equipment or services and shall re-execute, correct or repair without cost to the City, any materials, equipment or services found to be improper, imperfect, defective or unable to perform as specified, and shall repair all damages caused by any such removal, replacement or repair.
- C. Any warranties, whether expressed or implied shall not reduce the Offerors, Sellers/Manufacturer's obligation to the City against any latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications, including improved modifications.

XXIX. TERMINATION FOR DEFAULT/CONVENIENCE:

- A. Upon recommendation of the City Purchasing Agent, the Board of Estimates reserves the right to terminate any contract, if in its opinion there shall be a failure at any time, to promptly and faithfully perform any of its terms or in case of any willful attempt to impose upon the City materials, services, products and/or workmanship inferior to that required by the contract. Any action taken by the Board of Estimates shall not affect or impair any rights or claims of the City to damages for the breach of any requirements or terms of the contract by the Offeror.
- B. Any cost and/or expense incurred under the section above shall be deducted from and paid by the City out of such monies as may be due or become due to the Offeror. In case said expenses shall exceed the amount which would have been payable under the contract, if the same had been completed by the Offeror, it or its surety shall pay the amount of any excess to the City. In the event that a bidder exempted from posting a bid or performance guarantee fails to execute and perform any contract awarded, it shall forfeit the right to bid on any future City contract(s) for a period of time determined by the Board of Estimates and shall be liable for any costs incurred by the City as a result of its default.
- C. The City in accordance with this clause in whole may terminate the performance of work under this contract, or in part, whenever the City Purchasing Agent shall determine that such termination is in the best interest of the City. Mailing to the Offeror a Notice of Termination specifying the extent to and conditions under which performance of work under the contract is terminated and the date upon which such termination becomes effective shall effect any such termination. Upon termination of this contract in accordance with this section, the Offeror is entitled to an equitable adjustment hereunder. Said equitable adjustment may include any costs reasonably incurred by the Offeror as a direct result of early termination, but shall not include, under any circumstance, anticipated but unearned profits.

XXX. BILLS OF LADING/DELIVERY TICKETS:

- A. All deliveries shall be accompanied by a delivery ticket or packing slip containing the following information for each item delivered.
- B. The Purchase Order Number, Description/Name of Article, Item Number, Quantity and Name of Offeror.
- C. All Bills of Lading will clearly indicate the Name of the Offeror.
- D. Failure to comply with the above shall be sufficient reason for rejection of the shipment.

XXXI. INSPECTION;

All materials, supplies and/or services delivered or performed for the City shall be subject to final inspection by the City and/or other independent testing laboratories as may be designated by the City Purchasing Agent. If the result of such tests indicates that any part of the materials and supplies are deficient in any respect, the City Purchasing Agent may reject all or any part of the materials and supplies to be provided under this contract. The City Purchasing Agent may waive minor variances in materials, supplies and/or services upon approval.

XXXII. NONDISCRIMINATION:

- A. The Offeror shall not discriminate against any person on the basis of race, creed, color, national origin, religion, sex, age, sexual orientation, marital status, or mental or physical handicap in connection with the performance of the contract.
- B. The Offeror shall comply fully with all provisions of Executive Order 11246, as amended; the Rehabilitation Act of 1973; and the Vietnam Veteran's Readjustment Act of 1974. In addition, the Offeror shall complete, when required, Immigration and Naturalization Form 1-9 for each employee hired. For assistance in compliance, contract:

United States Department of Labor
Office of Federal Contract Compliance Programs
103 South Gay Street, Room 202, Baltimore, Maryland 21202
(410) 962-3572 (410) 962-0159 FAX

XXXIII. INVOICES

All invoices are to be submitted in triplicate and mailed in accordance with instructions as shown on the Purchase Order. Invoices shall contain the Purchase Order Number, Item Numbers, and Description of Item, Quantity, Price/Extensions and Total.

XXXIV. PAYMENTS:

- A. Materials and/or Equipment: Partial or full payment will be made upon receipt and final acceptance of materials and/or equipment invoiced as shown on and in accordance with the Purchase Order.
- B. Construction Services: On the first of each month, the Offeror shall submit to the City Purchasing Agent and application for payment in the form of an itemized statement of the cost of all work and material installed and erected, or performed during the month. Said statements of monthly progress of the work will include the cost of all materials and equipment necessary in the performance of the contract but not yet incorporated in the work, provided that said materials and/or

equipment have been delivered to the site of the work or delivered to a bonded warehouse designated and approved by the City Purchasing Agent and all provisions of this contract have been complied with.

1. After the City Purchasing Agent approves the statement and such releases as may be required, the City Purchasing Agent shall deduct five percent (5%) retainage therefrom and cause to be issued a warrant for payment, which shall be made ten (10) days following his approval. The City shall hold the five percent (5%) retainage until final payment is made.
2. At the time of completion and before final vouchers for settlement are approved, the City Purchasing Agent may require the Offeror to deliver certifications of payments in full for all materials and work finished and/or installed under this contract, said certifications to be in a form satisfactory to the City Purchasing Agent. Verifications of payment to any and all subcontractors and/or material will also be required.
3. No warrant issued or payment made to the Offeror, nor partial or entire use or occupancy of the work by the City, or any of its tenants, shall be construed as acceptance of any work or materials not in accordance with the contract plans and specifications or a waiver of any contract terms.
4. Provided that the City Purchasing Agent shall have approved the Offeror's invoices, the Department of Finance will make payment thirty (30) days after receipts by the City of the signed payment request of the Offeror. Should the thirtieth (30) day fall on a non working day, then payment shall be made the first working day thereafter. Certification as applicable must be provided by the Offeror.
5. Final payment will be made after the completion and final acceptance of each order under the contract.

- C. No partial payments will be made where the time required to completion of the order/contract is less than forty-five (45) days. In these cases, only the final payment will be invoiced.

XXXV. ACCESS AND RETENTION OF RECORDS:

At any time during business hours, and as often as the City may deem necessary, there shall be made available to the City for examination, the Offeror's records with respect to the Offeror's services under this bid and any ensuing contract. The Offeror shall permit the City to audit, examine, and make copies, excerpts or transcripts from such records, and make audits of data relating to matters covered by this bid and any ensuing contract. The Offeror shall maintain and retain all records and other documents related to this contract for a period of three (3) years from the date of the final payment, except in cases where unresolved audit questions require a longer period of time for resolution, as determined by the City.

XXXVI. QUALITY ASSURANCE:

The supplies, materials, work and services shall be of the best quality of the kinds herein specified. Should any supplies, materials, work and services other than those specified be substituted, the City Purchasing Agent and/or his authorized representative shall have full power to reject them, and the substituted supplies, materials, work and services shall be removed from the premises by the Offeror within twenty-four (24) hours after notification. Should the Offeror continue utilizing defective and inferior workmanship or utilizing rejected materials which may cause rejection and remove of same, the City Purchasing Agent shall have full power and authority to employ a superintendent or inspector at the Offeror's sole expense to ensure compliance. Said superintendent or inspector shall be paid from time to time out of any money due or becoming due to the Offeror. The City Purchasing Agent shall have the power to continue the employment of said superintendent or inspector until Final Completion and Acceptance of all work under the contract or to take any other legal remedies under the contract.

XXXVII. AUTHORITY OF THE CITY PURCHASING AGENT:

- A. The parties to this contract agree that the City Purchasing Agent is hereby vested with the power and authority to determine the amount and quantity, quality and acceptability of the work, materials, supplies and services provided under this contract. The City Purchasing Agent shall decide any and all questions that may arise regarding the Offeror's obligations and the fulfillment of the contract terms.
- B. The City Purchasing shall act as the Referee if any dispute arises between the Offeror and the City regarding this contract. The determination of the City Purchasing Agent may be appealed on the record to a court of competent jurisdiction in Baltimore City. Final payment by the City will not be made unless and until all issues in dispute(s) have been fully and finally settled and/or adjudicated.

XXXVIII. SUBCONTRACTOR BONDING:

- A. No prime Offeror shall require a Performance Bond from any subcontractor unless prior approval authorizing the prime Offeror to require such a bond has been granted in writing by the City Purchasing Agent, and in connection with contracts subject to MBE and WBE requirements, concurred in by the Chief of the Minority and Business Opportunity Office (MWBOO).
- B. All requests by a prime Offeror for prior approval to allow the prime Offeror to require a Performance Bond from a subcontractor shall be made in writing to the Contracting Officer. In such a request, the prime Offeror shall particularize the reasons supporting the request and shall explain why there are not options other than requiring the Performance Bond to protect its interests.
- C. The City Purchasing Agent, and if concurrence is required, the Chief of the Minority and Women's Business Opportunity Office (MWBOO) have the sole discretion to determine whether a request by a prime Offeror for prior approval to authorize the prime Offeror to require a Performance Bond from a subcontractor will be granted and concurred in, and their decisions shall be final.

XXXIX. DEBRIEFING OF UNSUCCESSFUL OFFEROR:

- A. When a contract is to be awarded on some basis other than price alone, unsuccessful Offerors shall be debriefed upon written request submitted to the City Purchasing Agent within a reasonable time. Debriefings shall be provided at the earliest feasible time after contract award and shall be conducted by a procurement official familiar with the rationale for the selection decision and contract award.
- B. Debriefing
 1. Debriefing shall:
 - a. Be limited to discussion of the unsuccessful Offeror's proposal and may not include specific discussion of a competing Offeror's proposal;

- b. Be factual and consistent with the evaluation or the unsuccessful Offeror's proposal; and/or
 - c. Provide information on areas in which the unsuccessful Offeror's technical proposal was deemed weak or deficient.
2. Debriefing will not include discussion or dissemination of the notes, or rankings of individual members of an evaluation committee, but may include a summary of the procurement officer's rationale for the selection decision and recommended contract award.

C. A summary of the debriefing shall be made a part of the contract file.

XL. PROTESTS:

The City's Board of Estimates approves all contracts over \$5,000 in value and is the final contracting authority for the City of Baltimore. Any interested party may protest the City Purchasing Agent's recommendation of award to the Board of Estimates. All protests must be in writing and filed with the Office of the Comptroller, Room 204 City Hall, 100 North Holliday Street, Baltimore, Maryland 21202, no later than 10 a.m. on the Monday preceding the Wednesday meeting of the Board of Estimates. A copy of the protest letter must be forwarded to the City Purchasing Agent, 231 East Baltimore Street, Suite 300, Baltimore, Maryland 21202. Parties protesting shall contact the Comptroller's Office to determine the date when the contract will be placed on the Agenda of the Board of Estimates.

The written protest should include the following information:

- 1. Name, address and telephone number of the business entity protesting;
- 2. Identification of the contract number, the City agency for whom the contract is being solicited and the name of the Bureau of Purchases' Buyer;
- 3. A detailed statement of the factual grounds of the protest; and/or
- 4. The form of relief requested.

XLI. NOTICE:

- A. Except as specified otherwise by another provision of the bid documents or any ensuing contract, any notice to the Offeror required or permitted hereunder shall be in writing and shall be deemed to have been given upon being properly stamped, addressed and posted via first class mail to the Offeror at the address designated in the bid or contract documents.
- B. In case of emergency, which shall be determined at the sole discretion of the City, notice may be transmitted by hand delivery with receipt obtained therefore, or by telephone or facsimile followed by written confirmation by first class mail.

XLII. GENDER:

Word of gender used in these bid documents and any ensuing contract may be construed to include any gender, and words in the singular may include plural, and words, in the plural, singular.

XLIII. COMPLIANCE WITH LAW:

The Offeror shall comply with all federal, state, local laws, ordinances, rules and regulations applicable to the services to be provided or performed under the contract.

XLIV. GOVERNING LAW:

The contract and all documents related thereto shall be governed by and construed under the laws of the State of Maryland.

SPECIAL CONDITIONS

THE FOLLOWING "SPECIAL CONDITIONS" REPRESENT ADDITIONS, DELETIONS, AND/OR MODIFICATIONS TO THE "GENERAL CONDITIONS" (PAGES 1 – 8). ANY "GENERAL CONDITION" NOT MODIFIED BELOW REMAINS UNCHANGED AND IN FULL FORCE AND EFFECT.

1.0

- SECTION: SUBMITTAL INSTRUCTIONS (top of page 2):

1.1. Add the following to "Copy 1" "ORIGINAL":

1.1.1 This is a ONE STEP Bid/Proposal process which may include some limited negotiation. You will find one bid/proposal envelope in your package of materials.

1.1.2 "Prepare and submit in the Bid/Proposal envelope ONE (1) complete printed "**ORIGINAL**" BID/PROPOSAL using 8½" x 11" white bond paper (unless specific forms are provided). Use the "Original" bid/proposal documents included in your SOLICITATION package beginning on page B-1 and all pages and forms that follow. Be sure the "Original" is clearly marked as the "Original". Be sure the "original" is signed with original signatures in blue ink.

1.1.3 The "Original", and the required "Duplicate Copies" as stipulated in Section 1.2, must be submitted in individual 8½" x 11" three-ring binders or as stapled or otherwise similarly bound documents.

1.1.4 If your bid/proposal document (original and duplicates) will not fit in the Bid/Proposal envelope, then you should use the envelope as a label for a box or larger package."

1.1.5 BE SURE TO INCLUDE ALL DOCUMENTS BEGINNING ON PAGE B-1 AND ALL DOCUMENTS THAT FOLLOW.

1.1.6 DO NOT ALTER ANY BID DOCUMENT OR INSTRUCTION!

1.1.7 Incomplete Bids/Proposals may be rejected.

1.2.0 Add the following to "Copy 2" "DUPLICATES":

1.2.1 "Prepare and also submit in the Bid/Proposal envelope FIVE (5) exact and complete "DUPLICATE COPIES" of your bid/proposal document response in addition to the aforementioned required printed "Original". Use the enclosed set of "Duplicate Copy" bid/proposal forms for this purpose.

1.2.2 Each "Duplicate" must be submitted in an individual 8½" x 11" three-ring binder or stapled or as stapled or otherwise similarly bound documents. Be sure all "duplicate copies" are clearly marked as "Duplicate" (it is

recommended that you use at least the front "Duplicate" Cover Page (page B-1) for this purpose).

1.2.3 You may then photo-copy the remaining "original" documents onto 8½" x 11" white bond paper for inclusion in the "duplicate proposal copies". "Duplicates" must be submitted, together, with the "Original" proposal document.

1.2.4 If the original and all duplicate copies of your bid/proposal document will not fit in the designated envelope, then use the envelope as a label for a box or larger package.

1.2.5 The City will NOT photo-copy your bid/proposal documents for the purpose of helping you comply with this provision requiring a pre-determined number of duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your Bid/Proposal at the City's sole discretion.

1.2.6 BE SURE TO INCLUDE ALL DOCUMENTS BEGINNING ON PAGE B-1 AND ALL DOCUMENTS THAT FOLLOW.

1.2.7 DO NOT ALTER ANY BID DOCUMENT OR INSTRUCTION!

1.2.8 Incomplete bids/proposals may be rejected.

1.2.9 "PUBLIC ACCESS DUPLICATE COPY":

1.2.10 In addition to the "Original" and "Duplicate" bids/proposals as required elsewhere herein, the bidder/proposer must submit a "Public Access" copy of its bid/proposal. The "Public Access" copy will have all proprietary and confidential information removed and/or blacked out. This copy will be used by the City to respond to requests for copies of bids/proposals.

2.0 Add the following additional "Submittal Instructions":

2.1. Preparation and submission of a bid/proposal in response to this Solicitation plus any subsequent addenda signifies the Offeror's knowledge, understanding and acceptance of, and willingness to abide by, all terms, conditions, specifications, and other requirements contained and set forth in this Solicitation, without exception, including any addenda duly issued.

2.2.0 Fancy covers and binders are not necessary, however, the above submittal instructions must be followed.

2.3.0 The "original" bid/proposal shall be typed or printed in ink using the "original" set of documents included in your Solicitation package.

2.4. Duplicate" copies must be photo-copied by the Offeror.

- 2.5.0 The "original" bid/proposal documents should be signed in blue ink.
- 2.6. All "Original" and "Duplicate" Bid/Proposal responses and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English.
- 2.7.0 All prices , rates and/or other monetary figures shall be in United States dollars.
- 2.8.0 Be sure to fully complete and submit all of the bid/proposal documents beginning on page B-1 and all documents that follow thereafter.
- 2.9.0 DO NOT INSERT OR INCLUDE ANY EXCEPTION, MODIFICATION, ALTERATION OR DEVIATION NOT APPROVED IN WRITING BY THE City Purchasing Agent prior to the Bid/Proposal due date!
- 2.10.0 ANY EXCEPTION, DEVIATION, MODIFICATION OR ALTERATION, IF ANY, SHALL BE PROMINATELY DISPLAYED AND FLAGGED FOR QUICK, EASY AND OBVIOUS IDENTIFICATION AND SHALL INCLUDE A LIST OF SAME AT THE FRONT OF THE "ORIGINAL" AND EACH "COPY" OF THE PROPSOAL.
- 2.11.0 OTHERWISE THE CITY SHALL ASSUME THAT YOU ARE RESPONSIVE AND IN FULL COMPLIANCE WITH ALL TERMS, CONDITIONS, SPCIFICATIONS AND REQUIREMENTS CONTAINED IN THIS SOLICITATION, AND IF AWARDED THE CONTRACT, YOU SHALL BE HELD TO THE TERMS, CONDITIONS, SPECIFICATIONS AND REQUIREMENTS AS STATED HEREIN THE SAME AS IF YOU HAD NOT TAKEN AN EXCEPTION, DEVIATION, MODIFICATION OR ALTERATION.
- 2.12.0 Failure to fully complete and submit any of the solicitation documents or other requests for information per the above instructions will be grounds for rejection of your bid/proposal at the sole discretion of the City of Baltimore.
- 2.13.0 Notify the Buyer immediately if Solicitation document pages are or appear to be missing, or if any part of your solicitation package does not appear correct. The City is not responsible for lost material or late delivery by the Offeror or any postal or other delivery services.
- 2.14.0 PUBLIC ACCESS TO BIDS/PROPOSALS:
- 2.15.0 By signing and submitting a bid/proposal in response to this solicitation, the offeror acknowledges that all documents, information and data submitted in its bid/proposal shall be treated as public information, unless otherwise identified as instructed below. The City of Baltimore shall, therefore, have the undisputed right to release any/all of the offeror's documents, information and data to any party requesting same without further permission from the offeror.

- 2.16.0 The City of Baltimore and its representatives shall in no way be responsible for inadvertent disclosure of any proprietary or confidential information.
- 2.17.0 IDENTIFYING PROPRIETARY/CONFIDENTIAL INFORMATION:
- 2.18.0 If your proposal does contain proprietary or confidential information and you do not wish to have it disclosed, you MUST clearly state in large red letters, including on:
- 2.18.1 the outside of your proposal box, package or envelope;
 - 2.18.2 the outside front cover of your proposal document including all copies; and
 - 2.18.3 on each applicable page of your original and each duplicate copy of your proposal, indicating that your proposal contains proprietary and/or confidential information.
- 2.19.0 Be sure to clearly flag and identify the specific proprietary/confidential information contained on each page. DO NOT claim your entire document as generally being proprietary or confidential.
- 2.20.0 Do not claim your entire document as generally being proprietary or confidential.
- 2.21.0 In addition to the "Original" and "Duplicate" proposals as required elsewhere herein, the bidder/proposer must also submit a "Public Access" copy of its bid/proposal if the bid/proposal contains proprietary/confidential information. The "Public Access" copy will have all proprietary and confidential information removed, blacked out and/or otherwise sanitized and must be clearly marked on the outside front cover as being the "Public Access" copy. This copy will be used by the City to respond to requests for copies of bids/proposals submitted without further communication with the bidder/proposer.
- 2.22.0 The City still shall not be responsible for inadvertent disclosure.
- 2.23. Be sure to provide all requested information in response to each specific question and/or any other request for information in the order and format stipulated in this Solicitation. Do not give partial answers, and do not leave questions blank. Be comprehensive.
- 2.24.0 DO NOT ASSUME THAT THE EVALUATOR(S):
- 2.24.1 HAS SPECIAL KNOWLEDGE ABOUT YOUR FIRM, OR HAS GENERAL KNOWLEDGE ABOUT YOUR PRODUCT/SERVICE, AND SO, SHOULD BE ABLE TO FILL IN THE BLANKS; OR

- 2.24.2 UNDERSTAND'S WHAT YOU MEANT TO SAY; OR
- 2.24.3 KNOWS THAT A PART OF YOUR RESPONSE GIVEN IN ONE AREA SHOULD ALSO HAVE BEEN INCLUDED IN ANOTHER AREA OF YOUR RESPONSE.
- 2.25.0 Evaluators cannot and will not attempt to seek out and/or import required information that may be included in other areas of your proposal, and will not attempt to rearrange, interpret, make assumptions about, or otherwise second guess what you might have meant to say or do in your responses given in your bid/proposal.
- 2.26.0 If your complete response to any specific question or other specific request for information is not found where it would normally be expected to be found per the Solicitation's format instructions, it will be considered as missing and, therefore, non-responsive.
- 2.27. Failure to provide complete and concise responses to all questions and other requests for information according to the format as stipulated and required herein shall risk making your proposal non-responsive and may result in rejection at the City's sole discretion, and may result in a significantly reduced Technical evaluation score.
- 2.28.0 Failure to adhere to the above or any other instructions included herein may result in rejection of your bid/proposal at the City's sole discretion and usually is not correctable through clarification.
- 2.29. *While the Evaluation Team may deduct points whenever it determines that a specific response to a question or request for information does not warrant the maximum possible points for any reason, the Team may also deduct points, at its discretion, for failure to follow and adhere to formatting and other instructions.*
- 2.30.0 Any and all costs to the City shall be included in and made a part of the unit bid/proposal fee/prices submitted by the Offeror at the time of bid/proposal submission, without exception, unless otherwise specified in this document.
- 2.31.0 All unit fee/prices shall remain firm for the full contract term including extensions thereof, unless an adjustment provision has been stipulated in this Solicitation.
- 2.32.0 All data provided by the City of Baltimore (City) shall remain the property of the City, and all data provided by the Proposer/Contractor either at the time of bid/proposal submission and/or during the performance of this contract shall become the property of the City, as regards this solicitation and any resulting contract.

- 2.33.0 The Buyer and City Agency Supervisor, or designee, are the sole points of contact for this Solicitation/Contract, unless otherwise directed.
- 2.34.0 All bid/proposal submissions shall remain good for a period of not less than 90 days following bid/proposal opening.
- 2.35.0 In the event of a dispute between the "Original" Bid/Proposal document and any "Duplicate/Copy" document, or any electronic media, the printed "Original" shall prevail.
- 2.36.? Contact the Buyer immediately if you have any questions about these proposal preparation, packaging and submission instructions. See the Solicitation blue cover for Buyer's telephone number, fax number and e-mail address.
- 2.37.? DO NOT ALTER ANY BID DOCUMENT OR INSTRUCTION!
- 2.38. Incomplete proposals may be rejected.

3.0 - SECTION: I.B - GUARANTEE/DEPOSIT (page 2):

- 3.1.0 Delete the original Section "I.B" on page 1 and replace with the following:
- 3.1.1 "I.B.1 - All Bid/Proposal Guarantees shall be made payable to the "DIRECTOR OF FINANCE" AND SUBMITTED WITH THE "ORIGINAL" BID/PROPOSAL"; and
- 3.1.2 "I.B.2 - The Bid/Proposal/Guarantee Deposit for this Solicitation shall be in the amount of \$2,000.00."
- 3.1.3 The Bid Guarantee Deposit should be submitted in a separate envelope, clearly marked as containing the bid check, and attached to the outside front of the envelope or other package containing the "Original" proposal.
- 3.1.4 DO NOT DEVIATE FROM THESE INSTRUCTIONS.

4.0 SECTION XVII - MBE/WBE PARTICIPATION (pages 4 & 5):

- 4.1. Add the following as Part "F":
- 4.1.1 Article 5 Subtitle 28 is included herein by reference. See pages 3 and 4, and the "MBE/WBE BIDDER INFORMATION AND FORMS" package included with the other Bid/Proposal documents. The MBE/WBE Business Program is administered by the "Minority & Women's Business Opportunity Office" (MWBOO).
- 4.1.2 Anyone having MBE/WBE related questions should immediately call the Coordinator at 410-396-3424 or MWBOO at 410-396-4355.

- 4.1.3 Goals, as shown on the MBE/WBE Package, will be applied the "Total Lump Sum Price as indicated on the Price Proposal Page.

5.0

SECTION XIV - LABOR, WAGES AND WORK SCHEDULE (page 4):

- 5.1. Add the following as Part "A.3":
- 5.1.1 A.3. - ARTICLE 5, SUBTITLE 26 OF THE BALTIMORE CITY CODE (2000 EDITION AS AMENDED):
- 5.1.2 This contract contains ARTICLE 5, SUBTITLE 26 OF THE BALTIMORE CITY CODE (2000 EDITION AS AMENDED), which sets the minimum wage rate that must be paid to all non-professional workers whose primary duties and responsibilities are dedicated to this contract.
- 5.1.3 A legal review has concluded that "the law does not differentiate between full-time and part-time [less than 8 hours per day] service workers".
- 5.1.4 The contractor and all sub-contractors shall pay at least the minimum wage rate that is in effect at the time of the proposal due date in accordance with ARTICLE 5, SUBTITLE 26 OF THE BALTIMORE CITY CODE (2000 EDITION AS AMENDED). If the Board of Estimates approves additional wage rate increases in accordance with the terms of ARTICLE 5, SUBTITLE 26 OF THE BALTIMORE CITY CODE (2000 EDITION AS AMENDED), those additional increases shall apply to this contract.
- 5.1.5 PLEASE NOTE THAT THE CURRENT WAGE RATE IS \$8.49 PER HOUR EFFECTIVE JULY 1, 2002 through JUNE 30, 2003, AND WILL INCREASE TO \$8.70 PER HOUR EFFECTIVE JULY 1, 2003.
- 5.1.6 All bid/proposal prices shall take these current approved wage rates into account and there shall be no unit price adjustments made thereto except in the event of "future" rate increases as stipulated below in Section 4.2.
- 5.1.7 For this contract, the City will not consider any increase requests unless the rate is increased by the Board of Estimates to be effective on July 1, 2003, or any subsequent July 1st date.
- 5.1.8 The Prime Contractor shall also submit weekly payroll reports in a format acceptable to the City. Said reports shall be submitted to the "Minimum Wage Commission", 4 S. Frederick Street, Baltimore, MD 21202, with a copy to the Bureau of Purchases, Attn: Lorchid Stewart, 231 E. Baltimore Street, Suite 300, Baltimore, MD 21202.
- 5.2.0 APPLICATION OF "FUTURE" WAGE RATE INCREASES:
- 5.2.1 "Future" wage rate increases are hereby defined as any new rates approved by the Board of Estimates that take affect on or after July 1, 2003. Therefore:

5.2.1.1 If you are paying exactly the current base minimum wage rate as stipulated above, you may submit a written request to increase your invoiced hourly rate by an amount equal to, but not greater than, the amount of any future increase (beyond the wage rates and dates stated above) by the Board of Estimates for those affected employees; or

5.2.1.2 If you are paying slightly higher than the base minimum wage rate, and the Board of Estimates approves an increase in the future which exceeds your current rate, you may submit a written request to increase your invoiced hourly rate by an amount equal to the portion of the amount of any future increase which exceeds your current rate (difference between your current rate and the new rate approved by the Board) for those affected employees; or

5.2.1.3 If you are paying at a rate which equals or exceeds the base minimum wage rate plus the new approved future increase rate amount, you may not seek an adjustment to your invoiced hourly rate.

6.0 SECTION: XIV - INSURANCE (page 5):

6.1. Add the following:

6.1.1 "Change the original insurance coverage's as stipulated to now read as follows:

6.1.1.1 Commercial General Liability - \$1,000,000 per occurrence, \$3,000,000 aggregate.

6.1.1.2 Professional Liability & Errors & Omissions Coverage, including Medical Malpractice Coverage - \$5,000,000 per occurrence.

6.1.1.3 Worker's Compensation - Minimum Maryland State Statutory requirements.

7.0 SECTION XVIII - METHOD OF EVALUATION & AWARD (page 5):

7.1.0 Add the following Sections:

7.1.1 Proposals will be evaluated by an Evaluation Team with representatives from various city agencies. Evaluation will be based on at least the following general criteria:

7.1.1.1 "Basic Responsiveness"

7.1.1.1.1 Determine if the proposal is responsive to the submission requirements and instructions as stipulated in the Solicitation, including but not limited to

completing and submitting all required forms and other documents and information in the required order and format.

7.1.1.2 "Technical Scoring"

7.1.1.2.1 The Team will Evaluate and Score all of the "Technical Response" criteria which is contained in the Technical Questionnaire, and which has a combined numerical value of 500 points, of which a proposal must score at least 400 points to be eligible for consideration of possible award.

7.1.1.3 "Price Scoring"

7.1.1.3.1 Determine if the "Price" is considered balanced and within budget constraints.

7.1.1.3.2 Discounts offered, and other price reducing offers, will be considered when determining low price for purposes of evaluation and award.

7.1.1.3.3 Price will also be Scored and has a numerical value of 200 points.

7.1.1.3.4 Price shall not be the sole factor in determining award.

7.1.1.3.5 Price points are apportioned by using the following formula to reflect price differences, and are added to the Technical score.

LOWEST PRICE (/) HIGHER PRICE (x)
POSSIBLE POINTS (=) POINTS EARNED

7.1.1.4 "MBE/WBE Review"

7.1.1.4.1 Consider if the proposal is in Compliance with the MBE/WBE Requirements & Goals as determined by MWBOO.

7.1.2 Award, if made, will be made to the responsive and responsible Offeror receiving the highest combined evaluation score for Technical and Price.

7.1.3 ADDITIONAL AWARD CONSIDERATIONS:

7.1.3.1 The City may make such investigations as it deems necessary to determine the ability of the offeror to perform the work required by this contract, and the offeror shall furnish to the City all such information requested for this purpose.

7.1.3.2 However, failure by the City to discover or even attempt to discover any inability of the offeror/contractor shall in no way excuse poor/non-

performance by the contractor, nor shall it diminish the City's right to find the contractor in breach of the contract due to poor/non-performance as specified elsewhere herein under the "TERMINATION" clause.

7.1.3.3 The City reserves the right at its sole discretion to contact all references offered by the offeror with no further permission from the offeror.

7.1.3.4 The City of Baltimore reserves the right to reject the offer of any offeror that the City determines is not qualified or desirable due to information discovered as a result of proposing and evaluation or by some other credible source or method, other than through evaluation of criteria set forth herein, or if the City determines that a conflict of interest exists.

7.1.3.5 The City of Baltimore reserves the right to reject any offer, if the offeror has an outstanding debt to the City of Baltimore.

7.1.3.6 The City reserves the right to reject all bids/proposals and to cancel this Solicitation requirement, or to revise the detailed specifications and issue a new solicitation if the City determines at its sole discretion that for any reason, rejection, cancellation, or re-solicitation is in the City's best interest.

7.1.4 PRESENTATION:

7.1.4.1 The City Team may request an offeror(s) to come in and make a presentation, however, the City is not obligated to do so. The Offeror cannot use the presentation to change any portion of its bid/proposal package, nor is this a negotiation session. The City will not discuss or disclose other offerors' submittals but will limit any subsequent discussion to that of the offeror making the presentation. If requested, the Offeror will be notified as to where and when to appear. Evaluation Team members reserve the right to amend their individual evaluation scores if deemed necessary after the presentation. Presentation may be combined with negotiation at the City's sole discretion.

7.1.5 NEGOTIATION:

7.1.5.1 This SOLICITATION will result in the submission of "Proposals" (not "Bids"), and the evaluation and award process will be based on both

scored Technical and Price response Scoring, not just price.

7.1.5.2 Therefore, the City may, at its sole discretion, enter into negotiations with proposers that received sufficiently high and acceptable overall proposal evaluation Scores that make them eligible for award, and to invite "best and final offers" as deemed to be in the best interest of the City.

7.1.5.3 However, the City is not obligated to negotiate, and may make award based on either the initial evaluation or negotiated "best and final offers" as determined by and at the City's sole discretion as being in the City's best interest.

7.1.5.4 OFFERORS ARE STRONGLY ADVISED, HOWEVER, NOT TO PREPARE THEIR PROPOSAL SUBMISSIONS BASED ON ANY ASSUMPTION, UNDERSTANDING OR HOPE THAT NEGOTIATIONS WILL TAKE PLACE. IT IS THE CITY'S INITIAL DESIRE AND INTENT TO AVOID NEGOTIATIONS. OFFERORS ARE ADVISED TO RESPOND TO THIS SOLICITATION FULLY AT THE TIME OF PROPOSAL SUBMISSION!!! TO DO OTHERWISE RISKS HAVING YOUR PROPOSAL REJECTED!!!

7.1.5.5 Promptly after award by the Board of Estimates, the successful offeror will receive an "Award Notification" letter from the City Purchasing Agent enclosing documents which MUST be executed and returned to the City Purchasing Agent within thirty (30) working days after award. When these documents are received by the City Purchasing Agent, an Order To Proceed) will be issued, which will permit payment for services rendered.

7.1.5.6 The City may, at its discretion, require a recommended awardee to obtain and submit Bonding, Insurance or other required documents prior to award.

8.0

COMPENSATION TO PROVIDER/CONTRACTOR:

8.1.0 The Contractor shall be compensated on a monthly basis. The Payment shall be based on the City's actual monthly enrollment during the billing period for each level of coverage and paid at the proposed monthly rates as shown on pages B-33 and B-34. The City's Department of Human Resources, Benefits Division, shall calculate the actual monthly enrollment and payment due for each level of coverage and make payment for same.

8.2.0 The Contractor will submit monthly invoices to the City as directed by the City Agency, and the City will make monthly payments.

- 8.3.0 In the event of a contract award that exceeds \$50,000, the vendor may elect to be paid via electronic transfer. The vendor will have to submit the necessary electronic account data immediately after award. Electronic transfer instructions must also appear on each invoice.
- 8.4.0 In the event this solicitation and any subsequent contract contains MBE/WBE goals, each invoice submitted by the vendor shall identify each MBE and WBE used in performing any portion of the invoiced dollar amount, and the dollar amount being paid to each MBE and WBE against the specific invoice amount.
- 8.5.0 In addition to the "Original" invoice sent to Disbursements and three "Duplicate" invoices sent to the Agency, the vendor shall also submit one copy of each invoice, which includes the data required in Section 10.3.6, to each of the following:

Minority and Women's Business Opportunity
Office (MWBOO)
Baltimore City Department of Law
Room 101 City Hall
100 N. Holliday Street
Baltimore, Maryland 21202

Bureau of Purchases
Attn: Arthur B. McNeal, Sr.
City Purchasing Agent
231 E. Baltimore Street, Suite 300
Baltimore, Maryland 21202

THE FOLLOWING "SPECIAL CONDITIONS" REPRESENT ADDITIONAL CONTRACT PROVISIONS:

9.0

TERM OF CONTRACT:

- 9.1.0 This contract shall remain in force for an initial period of TWO (2) YEARS beginning on or about January 1, 2004.
- 9.2.0 The contract may be extended for TWO (2) additional two-year periods under the same terms, conditions, and unit rates/fees, and at the sole discretion of the City of Baltimore, unless the City elects to re-negotiate the rates/fees.
- 9.3.0 The City is under no obligation to extend any contract resulting from this solicitation.
- 9.4.0 The contract shall be subject to the TERMINATION clause on page 6 at the City's sole discretion anytime during the initial contract period and any extension thereof.
- 9.5.0 In the event the City does not exercise its option to extend the contract by the last day of the most recently approved contract term, the contract will be considered as having terminated effective on the last day of the most recently approved contract term.
- 9.6.0 The contractor shall only be compensated for work actually ordered, performed and verified by the City.
- 9.7.0 RATE/FEE STABILITY:
- 9.7.1 Rates and Fees shall remain fixed for the initial two-year contract period.
- 9.7.2 Rates and Fees may be re-negotiated for each of the two-year option periods at the City's sole discretion.
- 9.7.3 In no event will re-negotiated rates/fees exceed five percent (5%) of the rates in effect for the preceding two-year period.
- 9.7.4 If at any time the City is not agreeable with re-negotiated rates and fees, the City shall retain the right at its sole discretion to terminate this contract and issue a new solicitation.

10.0

ORDER OF PRECEDENCE:

- 10.1.0 This "ORDER OF PRECEDENCE" term shall supercede and take precedence over any and all other terms stipulated in this Request for Bids/Proposals document and any and all subsequent related documents and shall be used to resolve any disputes, contradictions, conflicts or confusion pertaining to wording contained in this and all related documents as stipulated herein.
- 10.2.0 In the event of any conflict between similar terms in any of the various "contract components" such as the Special

Conditions, Specifications, General Conditions of Formal Bid/proposal/Contract, Bid/proposal Forms, or other bid/proposal related documents, the following order of precedence shall apply.

1. Most recent addenda, if any.
2. Special Conditions/Provisions.
3. Detailed Specifications.
4. General Conditions of Formal Bid/proposal & Contract.
5. Bid/Proposal Forms & MBE/WBE Package as applicable.
6. All other bid/proposal related documents issued by the City.
7. Offeror's bid/proposal response package and any follow-up documents.

10.3.0 In the event of any conflict between similar terms, conditions, and/or language/wording within any one of the above seven (7) stated "contract components", the term, condition, and/or language/wording that is in the best interest of and most advantageous to the City shall prevail, as determined at any time including after award by and at the sole discretion of the City Purchasing Agent.

10.4.0 Disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language/wording within this Request for Bids/Proposals document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Baltimore, provided any such interpretation shall be reasonable.

10.5.0 In the event that an individual term, condition, and/or language/wording is determined at any time, including after award, by the City Purchasing Agent to be "not applicable at all" to this contract, then the term, condition, and/or language/wording may be disregarded, even though an addendum is not issued. However, if the City Purchasing Agent determines that the term, condition, and/or language/wording "is applicable in part", then the term, condition, and/or language/wording will apply to the degree applicable, even though an addendum is not issued.

10.6.0 In the event of a discrepancy or dispute between the Bidders/Proposers "Original" Bid/Proposal submission document and any of its "Duplicate" copies, the printed "Original" shall prevail.

11.0 DEFINITIONS:

11.1.0 The following definitions apply to this Request for Bids/Proposals:

11.1.1 "CITY" - may also be referred to as "City of Baltimore", "Mayor and City Council of Baltimore", "Department", "Agency", "Bureau of Purchases", and "Board of Estimates".

11.1.2 "OFFEROR" - is the legal entity preparing and submitting a bid/proposal in response to this Solicitation and may also be referred to as "provider", "bidder", "proposer", "vendor", "firm", "company", "operator", "manager", "corporation", etc. May also be referred to as "contractor" upon award of this contract.

11.1.3 "CONTRACT" - Includes the written legally binding promise (document) entered into by and between the "City" and the "Bidder/Proposer" as a result of a bid/proposal submitted in response to this Solicitation and awarded by the "City". The "Contract" includes this instant Solicitation document and all addenda issued thereto, the bid/proposal submitted by the offeror, and all approved amendments thereto, and accepted by the City, all closing documents executed as a result of award resulting from this Solicitation, and any/all other documents fully executed by both parties that are directly related to the contract.

11.1.4 "SOLICITATION" - is this instant Solicitation document and any subsequent addenda, thereto, as issued by the "City". May also be referred to as "bid", "RFB" or "RFP".

11.1.5 "CONTRACT FIELD SUPERVISOR", shall mean the City's Agency project representative as designated by name and/or title who is duly authorized to act on the city Agency's behalf and who will be responsible for coordinating day-to-day work under this contract with the Contractor. This does not include contract interpretation or amendments to the contract which are reserved to the City Purchasing Agent and/or Board of Estimates.

12.0 PRE-BID/PROPOSAL CONFERENCE:

12.1.0 A pre-bid/proposal conference will be held on April 22, 2003, beginning promptly at 10:00 a.m. The location of the conference will be the Bureau of Purchases, 231 E. Baltimore Street, Suite 200, Baltimore, Maryland 21202.

12.2.0 While attendance is not mandatory, all offerors are encouraged to attend. Failure to attend shall in no way relieve the offeror from fulfilling all of the requirements, terms, and conditions of the contract.

12.3.0 The City shall be under no obligation to inform or report the results of the conference (e.g. notes, minutes, etc.) to any offeror attending or not attending the conference or arriving late, nor will the City provide such documentation. Attendees are advised to arrive on-time and take notes as they deem appropriate.

12.4.0 IT IS PREFERRED that any and all questions known in advance and/or requests to reconsider any of the terms,

conditions, and specifications contained herein to be directed to the Buyer, Arthur B. McNeal, Sr., at the e-mail address on the blue cover at least five working days prior to the pre-bid/proposal meeting date, in order to give the City an adequate opportunity to review the bid/proposal document and prepare a response to your question. This will save everyone a lot of time at the pre-bid/proposal meeting and give offerors a much faster and more accurate response to questions known in advance. This provision does not prohibit last minute questions at the meeting.

12.5.0 Nothing said orally by any person(s) at this Pre-Bid/Proposal meeting, or at any other time or place, will have an effect on or otherwise change any term, condition or specification contained in this Solicitation. Likewise, no other written document will serve to change any part of this Solicitation, except when it is an "Addendum" duly issued by the Bureau of Purchases. An "Addendum" sent by certified mail is the only means by which this Solicitation can be changed (Refer also to Section VIII on page 2).

13.0 QUESTIONS FROM PROPOSERS:

13.1.0 Any bidder/proposer having questions or uncertainties about any part of this SOLICITATION is advised to immediately contact the Buyer. The Buyer's telephone number, fax number, and e-mail address are on the front blue cover of this solicitation. Questions received late may not be answered at the City's discretion.

13.2.0 The cut-off date for submission of questions shall be at 4:00 p.m. on APRIL 28, 2003. No questions will be accepted or considered after this date and time.

14.0 LIMITATIONS:

14.1.0 This solicitation does not commit the City of Baltimore or any City of Baltimore agency to award a contract or reimburse an offeror for any cost incurred in the preparation of the bid/proposal response, or for the cost of samples which were submitted as a bid/proposal requirement, or to procure a service contract in connection therewith. All such preparation cost shall be incurred and paid solely by the Offeror as a "cost of doing business".

14.2.0 The City of Baltimore reserves the right to accept or reject any or all bids/proposals received as a result of this solicitation, or to alter any portion of this solicitation document by way of written addenda, or to cancel this solicitation and re-bid at the City's sole discretion, at no cost to the City.

15.0 DAILY CONTRACT "FIELD SUPERVISION" BY THE CITY OF BALTIMORE

AGENCY:

15.1. The City Agency for which the work is being contracted and performed, is responsible for overseeing and monitoring the contractor's performance under this contract and for reporting poor or non-performance to the City Purchasing Agent in writing immediately. The Agency will appoint a representative as the designated "Contract Field Supervisor" for the purpose of monitoring the Contractor's performance. The Agency's appointed representative, who will be responsible for the day to day administration and field supervision of this contract will be the Chief of the Employee Benefits Division, or designee, (phone) (410) 396-7284, as the Agency's designated "Contract Field Supervisor".

15.2.? This designated "Contract Field Supervisor" shall be responsible for at least the following:

15.2.1 Supervising the contractor on a day-to-day basis to monitor and document contractor performance pursuant to the requirements of the contract;

15.2.2 Documenting all problems with performance at the time said problem occurs with a copy to Purchasing, and maintaining a history of said documentation in the event of default or proposal rejection in the future;

15.2.3 Documenting in writing and reporting non-compliance to the City Purchasing Agent immediately;

15.2.4 Ordering, inspecting, and accepting any/all services, work and/or material specified and contracted for as part of this contract, and for ensuring said service/work/material complies with the Contract;

15.2.5 Receiving, accepting, and approving all invoices for ordered, inspected, and accepted contracted services, work and/or material as part of this contract;

15.2.6 Approving all payments for ordered, inspected, and accepted contracted services, work and/or material as part of this contract for which an accepted and approved invoice(s) was received;

15.2.7 Processing all invoices in a timely manner to ensure prompt payment for services rendered;

15.2.8 Promptly notifying the vendor whenever there is a problem with an invoice in an effort to rectify any invoice issues to further ensure prompt payment;

15.2.9 Ensuring that the contractor fully complies with all terms, conditions and specifications of the contract; and for

15.2.10 Monitoring and reporting any contract non-compliance or similar Contract performance issues to the Baltimore City Purchasing Agent in writing at once.

15.3.0 The Bureau of Purchases shall not be responsible for monitoring the Contractor on a day-to-day basis, however, it will intercede on behalf of the Agency whenever the Agency reports a performance or similar contract non-compliance problem to the Bureau and requests its assistance.

15.4.0 If the Agency is not clear what its responsibilities are with regard to monitoring contract performance and for reporting of non-compliance, it should contact the Buyer in writing at once.

15.5.0 All work shall be ordered, coordinated, inspected, and accepted by the agency "Contract Field Supervisor" as a condition of payment.

15.6.0 If the Contractor fails to document a known Contract problem in writing and to notify the City Purchasing Agent in writing in a timely manner, its rights to legal remedy at time of default or future proposal award or rejection may be affected.

16.0 CHANGE OF ADDRESS NOTIFICATION:

16.1.0 If an offeror/contractor moves, it shall be the offeror's/contractor's sole responsibility to notify the appropriate City agencies with the new mailing information.

17.0 AMENDING SOLICITATION TERMS, CONDITIONS OR FORMS:

17.1.0 Bidders/Proposers are hereby instructed NOT to amend or alter in any way, any of the terms, conditions, specifications or forms found in this solicitation document.

17.2.0 Sections "VII-Deviations to Specifications" and "VIII-Changes to Specifications", included on page 2 of this solicitation, collectively stipulate that any Offeror taking exception to or contemplating amending or altering any term, condition, specification or form contained in this solicitation document, must first submit a written request to the City Purchasing Agent describing the recommended deviation, and obtain written approval from the City Purchasing Agent to use the Offeror's recommended deviation to amend or alter the referenced term, condition, specification or form.

17.3.0 Any Bid/Proposal containing deviations that amend or alter any term, condition or form found in this solicitation document, for which prior written approval has not been issued

by the City Purchasing Agent, will be subject to immediate rejection at the discretion of the City.

- 17.4.0 Any Bid/Proposal that omits any required term, condition or form, will be subject to immediate rejection at the discretion of the City, regardless if the omission is intentional or accidental.

18.0 LABOR AND MATERIALS:

- 18.1.0 Unless otherwise provided in these solicitation documents, the contractor shall provide and pay for all facilities, labor, services, materials, packaging, shipping and mailing, tools, parts, equipment, transportation, maintenance and repairs, and anything else necessary and incidental to properly perform all of the work required under this contract.

- 18.2.0 The City will NOT pay any monies toward the provision or operation of this service, except for work which is specified in this solicitation, authorized by the City, and invoiced at the unit and/or lump sum bid/proposal price/fees as applicable.

19.0 ENTIRE CONTRACT AGREEMENT:

- 19.1.0 Any "Contract/Agreement" resulting from this solicitation shall include this instant Solicitation document and all addenda issued thereto, the bid/proposal submitted by the offeror and all approved amendments thereto as accepted by the City, all closing documents executed as a result of award resulting from this Solicitation, and any/all other documents either issued by the City alone, or as fully executed by both parties, that are directly related to the contract.

- 19.2.0 Neither party shall be bound by any representations, statements, promises or agreements not expressly set forth and agreed to herein as part of this "Contract/Agreement".

20.0 WORK OUTSIDE THE SCOPE OF CONTRACT:

- 20.1.0 If at any time, the City and/or contractor determines that additional related work is required which is directly related to but beyond the original scope of this contract, the contractor shall submit a detailed description of the extra work and a not-to-exceed cost estimate based on its usual and customary rates to the agency project/field supervisor, and obtain written authorization to proceed from the agency project/field supervisor and the City Purchasing Agent.

- 20.2.0 The additional work must be related to the original project and be justified as being in the best interest of the

City to be added by change order or supplemental agreement without the benefit of competitive sealed bidding.

21.0 USE OF CONTRACT BY OTHER GOVERNMENTAL BODIES:

21.1.0 The City of Baltimore reserves the right to extend all of the unit or other prices, terms, conditions and specifications of any contract resulting from this solicitation to any and all regional Public and Non-Public School Districts, Community Colleges, Colleges, and Universities, Libraries, other Governmental entities, and the Baltimore Cooperative Purchasing Committee (BRCPC). This is conditioned upon the mutual agreement of all parties pursuant to any special requirements which may be appended thereto. The Contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested.

21.2.0 The City of Baltimore assumes no authority, liability or other obligation on behalf of any other public or non-public entity that may elect to use any contract resulting from this solicitation. All purchase and payment transactions as well as arranging deliveries, reconciling discrepancies, and approving invoices will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be either specifically stipulated in this solicitation or approved in writing by the Baltimore City Purchasing Agent prior to implementation of the special require.

22.0 COMPLIANCE WITH § 15-303(f) OF THE ANNOTATED CODE OF MARYLAND:

22.1.0 Maryland Senate Bill 350 was passed by the General Assembly and signed into law on October 1, 1999. The Annotated Code of Maryland § 15-303(f) now states:

22.1.1 "(f) Each policy of group health insurance shall contain a provision that requires the employer, labor union, association or other entity to which a policy of group health insurance has been issued to continue to pay the premium for an employee member or dependent under the policy until notice of termination of coverage has been received by the insurer."

22.2.0 In compliance, therewith, the City of Baltimore agrees to continue to pay the premiums for any member or dependent covered under this contract until notice of termination of coverage has been sent to and received by the Contractor.

23.0 NO WAIVER/ CUMULATIVE REMEDIES:

23.1.0 Failure by the City to exercise and no delay in exercising any right, power or privilege as provided to the City of Baltimore hereunder in this solicitation or as otherwise granted by law shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege as provided hereunder in this solicitation or as otherwise granted by law preclude any other or further exercise thereof by the City of Baltimore or the exercise of any other right, power or privilege granted to the City of Baltimore by law.

24.0 INVOICE MBE/WBE DATA:

24.1.0 In the event this solicitation and any subsequent contract contains MBE/WBE goals, each invoice submitted by the vendor shall identify each MBE and WBE used in performing any portion of the invoiced amount, and the dollar amount being paid to each MBE and WBE.

24.2.0 In addition to the "Original" invoice sent to Disbursements and three "Duplicate" invoices sent to the Agency, the vendor shall also submit one copy of each invoice, which includes the data required in Section 10.3.6, to each of the following:

Minority and Women's Business Opportunity Office
(MWBOO)
Baltimore City Department of Law
Room 101 City Hall
100 N. Holliday Street
Baltimore, Maryland 21202

Bureau of Purchases
Attn: Arthur B. McNeal, Sr.,
City Purchasing Agent
231 E. Baltimore Street, Suite 300
Baltimore, Maryland 21202

**BUREAU OF PURCHASES
231 EAST BALTIMORE STREET, SUITE 300
BALTIMORE, MARYLAND 21202**

NOTICE TO CONTRACTORS

1. PAYROLLS

The attached form is to be used for "Prevailing Wage" weekly-certified payroll reporting in accordance with ARTICLE 5, SUBTITLE 26 OF THE BALTIMORE CITY CODE (2000 EDITION AS AMENDED).

The current "Prevailing Wage" rate for non-professional workers is \$8.49 per hour effective July 1, 2002 through June 30, 2003.

If you find it more convenient to use your own form, this is permissible, if your form provides information in close conformity with the information requested on the enclosed form.

These Weekly Project Payroll Forms MUST be submitted in duplicate no later than fourteen (14) days after the close of the payroll period. PLEASE PUT THE CONTRACT BP NUMBER ON ALL PAYROLL FORMS.

The copies are to be routed as follows:

Copy:	MINIMUM WAGE COMMISSION 4 SOUTH FREDERICK STREET BALTIMORE, MARYLAND 21202
Copy:	BUREAU OF PURCHASES 231 EAST BALTIMORE STREET SUITE 200 BALTIMORE, MARYLAND 21202 ATTN: MS. LORCHID M. STEWART

If you require additional forms, or have any questions relative to this matter; please contact the Bureau of Purchases at (410) 396-5708 or (410) 545-0713.

II. TAXES

The State Legislature at its last session abolished the Sales Tax Exemption for contractors who purchase supplies or equipment for construction, repair, alterations of City buildings, as to contract advertised for bids after July 1, 1968 (Acts of 1968, Ch. 452).

This means that, as to City contracts advertised, after such date the successful bidder must pay the regular Sales Tax on any items purchased for use in the execution of such contract.

ARTHUR B. McNEAL, SR., CPPO, MCA
CITY PURCHASING AGENT

BP-03155

**BID/PROPOSAL TO PROVIDE
EMPLOYEE DENTAL PLAN SERVICES
FOR THE
CITY OF BALTIMORE**

DUE DATE: 5/7/2003.

TO THE BOARD OF ESTIMATES OF BALTIMORE CITY:

PROPOSAL SUBMITTED BY:

NAME OF FIRM: _____.

ADDRESS: _____.

TELEPHONE: _____ **FAX:** _____.

E-MAIL ADDRESS: _____.

CONTACT PERSON: _____.

CONTACT PERSON'S TITLE: _____.

By signing and submitting a bid/proposal in response to this solicitation, the offeror acknowledges that all documents, information and data submitted in its bid/proposal shall be treated as public information unless otherwise indicated as stipulated elsewhere in this solicitation.

(SIGNATURE OF AUTHORIZED REPRESENTATIVE OF FIRM) (DATE)
(ORIGINAL PROPOSAL DOCUMENT MUST BE SIGNED IN BLUE INK.)

(TITLE OF AUTHORIZED REPRESENTATIVE OF FIRM)

**(SUBMIT ALL PROPOSAL RESPONSES BEGINNING ON PAGE B-1 AND ALL
FORMS FOLLOWING THEREAFTER.)**

B-1

BALTIMORE RECYCLES

It is the policy of the City of Baltimore to purchase and use recycled and recyclable products whenever practicable. Potential bidders are encouraged to suggest innovative products to further this policy.

If this bid solicitation specifies a minimum recycled content, any bid failing to meet the specifications may be considered non-responsive.

All Bids/Proposals and reports shall be submitted on recycled and recyclable paper printed on both sides, where practicable, with removable or reusable bindings or staples. Products delivered to the City must be packaged in recycled and recyclable materials, when practicable.

Pre-consumer material is waste generated during production which cannot be returned to the same production process, nor used by another company to make a product similar to the original product, and includes all wastes generated during the intermediate steps in producing and end product by succeeding companies.

Post-consumer material means only those products generated by a business or a consumer, which have served their intended end uses and which have been separated or diverted from waste; wastes generated during the production of an end product are excluded.

CERTIFICATE OF INSURANCE COVERAGE

CONTRACT: BP-03155

NAME OF CONTRACTOR: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT)

NAME OF AGENT: (TYPE OR PRINT)

AGENT'S PHONE NO.: _____

The below signed hereby certifies that the following information is true and correct.

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE	
PROFESSIONAL LIABILITY AND ERRORS & OMISSIONS \$5,000,000 PER OCCASSION					
COMMERCIAL GENARAL LIABILITY \$1,000,000/\$3,000,000					
WORKMAN'S COMPENSATION	MINIMUM STATUTORY				
() LIMITS ON ABOVE POLICY WILL BE INCREASED					() ABOVE POLICY NOW IN EFFECT
() POLICY WILL BE OBTAINED/ISSUED					

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

1. The Mayor and City Council of Baltimore are hereby named as Additional Insured.
2. The policy(s) cannot be reduced or cancelled without at least forty-five (45) days prior written notice to the City.
3. The insurance company is prohibited from pleading government function in the absence of any specific written authority by the City.
4. The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

The City is hereby granted authority to contact the agency directly to confirm information or obtain copies of certificates of insurance. The City bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to the City. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

(AUTHORIZED AGENT'S SIGNATURE)

(DATE)

INSURANCE:

The successful bidder will be required to provide insurance coverage as shown on Page 3, Section XI of General Conditions of Bid and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. **PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID.** This can be done by one of the two following methods:

1. Complete form “CERTIFICATION OF INSURANCE COVERAGE” or
2. Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:
 - a. The Mayor and City Council of Baltimore are hereby named as Additional Insured.
 - b. The policy(s) cannot be reduced or canceled without at least forty-five (45) days’ prior written notice to the City.
 - c. The insurance company is prohibited from pleading government function in the absence of any specified written authority from the City.
 - d. The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form **MUST** be totally complete, **MUST** show that all Limits of Insurance are or will be met, and **MUST** be signed by the Agent.

Failure to provide the required insurance coverage by either of the two (2) methods described above when the bid is submitted, may result in rejection of your bid as being non-responsive.

**AFFIDAVIT OF
ARTICLE 5, SUBTITLE 26 OF THE BALTIMORE CITY CODE, 2000 EDITION)**

RE: CONTRACT NO. BP-03155 – PROVIDE EMPLOYEE DENTAL PLAN SERVICES

**TO: MINIMUM WAGE COMMISSION
4 SO. FREDERICK STREET
BALTIMORE, MARYLAND 21202**

NAME OF CONTRACTOR: _____.

ADDRESS OF CONTRACTOR: _____.

_____.

CONTRACTOR'S REPRESENTATIVE: _____.
(Print or type person's name)

CONTRACTOR'S TELEPHONE NO.: _____.

THE UNDERSIGNED, BEING AN AUTHORIZED REPRESENTATIVE OF THE ABOVE STATED CONTRACTOR, HEREBY AFFIRMS OUR COMMITMENT TO COMPLY WITH ARTICLE 5, SUBTITLE 26 OF THE BALTIMORE CITY CODE, 2000 EDITION AND TO FILE ALL REQUIRED PAYROLL REPORTS WITH REGARD TO THE ABOVE STATED CONTRACT.

THE CONTRACTOR AGREES TO PAY ITS EMPLOYEES AT LEAST THE MINIMUM WAGE RATE IN EFFECT AT THE TIME SERVICE IS PROVIDED, AND TO ENSURE THAT IT SUB-CONTRACTORS ALSO PAY THE REQUIRED MINIMUM WAGE RATE. THE MINIMUM WAGE RATE IN EFFECT AT THE TIME OF BID SHALL REMAIN IN EFFECT THROUGHOUT THE LIFE OF THE CONTRACT, INCLUDING EXTENSIONS THEREOF. IF INCREASES ARE APPROVED BY THE BOARD OF ESTIMATES IN ACCORDANCE WITH THE TERMS OF ARTICLE 5, SUBTITLE 26 OF THE BALTIMORE CITY CODE, 2000 EDITION, THEY SHALL APPLY TO THIS CONTRACT.

(Affix Corp Seal)

(Print or type name of authorized representative - same as above)

(Signature of authorized representative) (Date)

WITNESS: _____.
(Print full name)

WITNESS: _____.
(Full Signature) (Date)

**AFFIDAVIT OF AGREEMENT
ARTICLE 1 - SECTION 11, BALTIMORE CITY CODE
(WORKER BENEFITS PLAN)**

RE: CONTRACT NO. BP-03155 **– PROVIDE EMPLOYEE DENTAL PLAN SERVICES**

**TO: MINIMUM WAGE COMMISSION
4 SO. FREDERICK STREET
BALTIMORE, MARYLAND 21202**

NAME OF CONTRACTOR: _____.

ADDRESS OF CONTRACTOR: _____.

CONTRACTOR'S REPRESENTATIVE: _____.
(Print or type person's name)

CONTRACTOR'S TELEPHONE NO.: _____.

THE UNDERSIGNED, BEING AN AUTHORIZED REPRESENTATIVE OF THE ABOVE STATED CONTRACTOR, HEREBY AFFIRMS OUR COMMITMENT TO COMPLY WITH ARTICLE 1 - SECTION 11, BALTIMORE CITY CODE WHICH REQUIRES THE CONTRACTOR TO PROVIDE A “WORKER SPONSORED BENEFIT PLAN” WHEN AUTHORIZED IN WRITING BY THE EMPLOYEE, WHENEVER BENEFITS ARE NOT PROVIDED AND PAID DIRECTLY BY THE CONTRACTOR.

(Affix Corp Seal)

(Print or type name of authorized representative - same as above)

(Signature of authorized representative) (Date)

WITNESS: _____
(Print full name)

WITNESS: _____
(Full Signature) (Date)

**AFFIDAVIT
REGARDING OUTSTANDING DEBT TO THE CITY**

RE: CONTRACT NO. BP-03155 – PROVIDE EMPLOYEE DENTAL PLAN

**TO: HONORABLE BOARD OF ESTIMATES
FOR THE CITY OF BALTIMORE**

NAME OF CONTRACTOR: _____.

ADDRESS OF CONTRACTOR: _____.

CONTRACTOR'S REPRESENTATIVE: _____.
(Print or type person's name)

CONTRACTOR'S TELEPHONE NO.: _____.

**THE UNDERSIGNED, BEING AN AUTHORIZED REPRESENTATIVE OF THE ABOVE STATED CONTRACTOR,
HEREBY AFFIRMS THAT THE ABOVE STATED CONTRACTOR DOES NOT HAVE ANY PAST DUE OUTSTANDING
DEBT TO THE CITY OF BALTIMORE.**

(Affix Corp Seal)

(Print or type name of authorized representative - same as above)

(Signature of authorized representative) (Date)

WITNESS: _____.
(Print full name)

WITNESS: _____.
(Full Signature) (Date)

B-90

PRE-BID/PROPOSAL SUBMISSION CHECK LIST

BEFORE SEALING AND SUBMITTING YOUR BID/PROPOSAL, BE SURE TO DOUBLE-CHECK THE FOLLOWING ITEMS AND CHECK THEM OFF WHEN COMPLETED. FAILURE TO DO ANY OF THE FOLLOWING MAY RESULT IN REJECTION OF YOUR BID/PROPOSAL. THE FOLLOWING LIST IS ONLY INTENDED TO BE A GUIDE AND IS NOT INTENDED TO BE ALL-INCLUSIVE AS THERE MAY BE OTHER DOCUMENTS OR REQUIREMENTS INCLUDED IN THIS BID/PROPOSAL RFP SOLICITATION THAT ARE NOT LISTED BELOW.

YOU MUST:

- 1. CAREFULLY READ TO FULLY COMPREHEND THE ENTIRE BID/PROPOSAL DOCUMENT.**
- 2. SUBMIT ANY QUESTIONS BY THE CUT-OFF DATE STIPULATED IN THE SOLICITATION.**
- 3. MAKE NOTE OF ANY CHANGES ISSUED THROUGH ADDENDA (IF ANY).**
- 4. NOTE THE BID/PROPOSAL DUE DATE AND ANY CHANGES THERETO.**
- 5. FULLY COMPLETE, EXECUTE, SIGN, AND HAVE WITNESSED ALL BID/PROPOSAL DOCUMENTS THAT ARE INCLUDED IN THIS BID/PROPOSAL SOLICITATION. THIS MAY INCLUDE BUT IS NOT LIMITED TO:**
 - a. PAGE B-1 - BID PROPOSAL COVER SHEET.**
 - b. PAGES B-2 – B-3 PRICE PROPOSAL.**
 - c. PAGES B-5 – B-6 – RESPONSES TO QUESTIONNAIRE.**
 - d. PAGES B-7 – B-8 - CERTIFICATE OF INSURANCE.**
 - e. PAGE B-9 – PREVAILING WAGE AFFIDAVIT.**
 - f. PAGE B-10 – WORKER SPONSORED BENEFITS AFFIDAVIT.**
 - g. PAGE B-11 – OUTSTANDING DEBT AFFIDAVIT.**
 - h. PAGE B-12 – PROPOSER’S REPRESENTATION.**
 - i. PAGE B-13 – B-14 - AFFIDAVIT SIGNATURE PAGE(S)**
 - j. PAGE B-15 – BID GUARANTEE/DEPOSIT INFORMATION SHEET**
- 6. AFFIX YOUR “CORPORATE SEAL” TO ALL DOCUMENTS WHERE REQUIRED.**

7. EXECUTE THE MBE/WBE PACKAGE AND MAKE REQUIRED NUMBER OF COPIES CONSISTING OF:
 - a. FULLY COMPLETED, SIGNED, AND WITNESSED FORMS.
 - b. YOU AND YOUR SUB-CONTRACTOR SIGNING ALL FORMS WHERE REQUIRED (EG: LETTERS OF INTENT, ETC.)
 - c. CORRECT DOLLAR AMOUNTS AND/OR PERCENTAGES INSERTED WHERE REQUIRED
 - d. AFFIXING CORPORATE SEAL WHERE REQUIRED
 - e. HAVING NOTORIZED WHERE REQUIRED
8. EXECUTE THE “FIRST SOURCE HIRING PACKAGE” AND MAKE REQUIRED COPIES.
9. PROVIDE ONE COMPLETE “ORIGINAL” PROPOSAL DOCUMENT.
10. PROVIDE THE REQUIRED NUMBER OF COMPLETE “DUPLICATE” PROPOSAL DOCUMENTS.
11. PROVIDE THE “PUBLIC ACCESS” DUPLICATE BID/PROPOSAL COPY. IF THE “PUBIC ACCESS” COPY IS NOT SUBMITTED, THE CITY MAY ELECT TO USE ANOTHER COPY OF YOUR COMPLETE PROPOSAL TO RESPOND TO REQUESTS FOR DISCLOSURE.
12. ATTACH THE REQUIRED BID BOND/GUARANTEE IN THE CORRECT AMOUNT USING THE CORRECT INSTRUMENT.
13. CALCULATE THE COST OF THE “PERFORMANCE BOND” INTO YOUR PRICE (IF A PERFORMANCE BOND IS REQUIRED) AND CHECK TO BE SURE YOU CAN OBTAIN THE BOND IN THE EVENT YOU ARE AWARDED THE CONTRACT.
14. MAKE CERTAIN THAT YOUR PRICE INCLUDES THE PREVAILING WAGE REQUIREMENTS SET FORTH HEREIN.

FAILURE TO DO ANY OF THE ABOVE MAY RESULT IN REJECTION OF YOUR BID/PROPOSAL!!!

B-92

PROPOSER'S REPRESENTATION

1. Each Proposer, by submission of his proposal, represents that:
 - 1.1. He has read and understands the Solicitation documents and his Bid is made in accordance therewith.
 - 1.2. He has visited the City's facility and/or has otherwise familiarized himself with the local conditions under which the Work is to be performed.
 - 1.3. His Proposal is based upon the specifications and requirements as described in the Solicitation Documents.
 - 1.4. He declares that the only person, firm or corporation, or persons, firms or corporations, that has or have any interest in this proposal or in the contract or contracts proposed to be awarded, is or are the undersigned; that this proposal is made without any connection or collusion with any person, firm or corporation making a proposal for the same Work.

Name of Firm: _____.
(Type or print)

Name of Firm's Representative: _____.
(Type or print)

Representative's Signature: _____.

Date: _____.

B-93

BID, PROPOSAL, AFFIDAVIT SIGNATURE PAGE**CONTRACT NO. BP-03155**

BIDDER/OFFEROR _____

ADDRESS _____

ZIP _____

TELEPHONE NUMBER _____

If awarded a contract, the Bidder/Offeror will provide supplies, equipment, and/or services to the City of Baltimore in accordance with the General, Special Conditions, Specifications and other documents of this solicitation in the Bid/Offer on the preceding pages of the solicitation.

I, _____, the undersigned, _____
(Print Signer's Name) (Print Office Held)

of the above named Bidder/Offeror do solemnly declare and affirm under the penalties or perjury this _____ day of

_____, that I hold the aforementioned Office in the above Bidder/Offeror and
(Month) (Year)

that the below affidavits and attachments hereto are true and correct to the best of my knowledge, information and belief.

AFFIDAVIT I

This is to certify that the Bidder/Offeror or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

AFFIDAVIT II

This is to certify that the Bidder/Offeror or any person in his behalf, complies fully with all provisions of Article 4, Section 3-1 of the Baltimore City Code 2000 regarding unlawful employment practices, as set forth on the reverse side of this page.

AFFIDAVIT III

This affidavit is to determine whether any of the following persons has been found civilly or criminally liable, convicted of bribery, attempted bribery, or conspiracy to bribe or antitrust violations under the law of any State or the Federal Government. If so, state the following on an attached page, whether it is

- (i) The person submitting the affidavit;
- (ii) An Officer, Director or Partner of the company;
- (iii) An employee of the person/company who is directly involved in obtaining contracts with a public body; and/or
- (iv) Any person directly or indirectly furnishing any portion of this contract having been or being debarred or suspended.

For purposes of this affidavit, "person" is defined as an individual, receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind and any partnership, firm, association, corporation or other entity consisting of or acting on behalf of the Bidder/Offeror. This includes acts or omissions committed after June 30, 1977; all pursuant to Title 16, Section 16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.

AFFIDAVIT IV

This affidavit is to determine whether or any of the following has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses under the laws of any State or the Federal Government. If so, state the following on an attached page, whether it is:

- (I) The person submitting the affidavit,
- (ii) An Officer, Director or Partner of the company, and/or
- (iii) an employee of the person who is directly involved in obtaining contracts with a public body.

"Person" is defined as stated in Affidavit III. This is to include acts committed after June 30, 1979: City Code, Article I, Section 178 (1976 Ed., 1979 Supp.).

AFFIDAVIT V

This is to certify that the Bidder/Offeror or any person on his behalf complies fully with the work capacity-rating limit set by the Contractor's Qualification Committee of the City of Baltimore.

AFFIDAVIT VI

This is to certify that the Bidder/Offeror or a person on his behalf has examined and understands the Specifications, including the General, Special Conditions and the Bid Documents.

AFFIDAVIT VII

This is to certify that the Bidder/Offeror and/or any person in their behalf has not been convicted or found civilly liable under any provisions, including Probation Before Judgement, as described in Article 5 §40-7 of the Baltimore City Code (2000) pertaining to the effect and enforcement of contractor debarment.

WITNESS_____
SIGNATURE_____
SIGN
HERE

(COMPANY SEAL)

NAME AND TITLE OF SIGNER

UNLAWFUL EMPLOYMENT PRACTICES

Except where a particular occupation or position reasonably requires, as an essential qualification thereof, the employment of a person or persons of a particular race, color, religion, national origin, ancestry or sex and such qualification is not adopted as a means of circumventing the purpose of this subtitle, it shall be an unlawful practice.

- (1) For any employer to discriminate against an individual with respect to hire, tenure, promotion, terms, conditions or privileges of employment or any matter directly or indirectly related to employment;
- (2) For any employer, employment agency or labor organization to practice discrimination by denying or limiting through a quota system or otherwise, employment or membership opportunities to any group or individual;
- (3) For an employer, employment agency or labor organization prior to employment or admission to membership to;
 - (i) Make any inquiry concerning, or record, the race, color, religion, national origin or ancestry of any applicant for employment or membership except when authorized by the Commission;
 - (ii) Use any form of application for employment of personnel or membership blank containing questions or entries regarding race, color, religion, national origin or ancestry except when authorized or ordered by the Commission;
 - (iii) Cause to be printed, published or circulated any notice or advertisement relating to employment or membership indicating any preference, limitation, specification or discrimination based upon race, color, religion, national origin, ancestry or sex.
4. For any employment agency to practice discrimination by failing or refusing to classify an individual or to refer him for employment;
5. For any labor organization to discriminate against any individual by limiting, segregating or classifying its membership in any way which would deprive or tend to deprive such individual of employment opportunities or would limit his employment opportunities or otherwise adversely affect his status as an employee or as an applicant for employment or would affect adversely his wages, hours or employment conditions;
6. For any employer, employment agency or labor organization to penalize or discriminate in any manner against any individual because he has opposed any practice forbidden by this subtitle or because he has made a complaint, testified, or assisted in any manner in any investigation, proceeding or hearing hereunder;
7. For any labor organization or employers' association established for the purpose of training apprentice candidates, acting individually or jointly, to discriminate against any person with respect to admission or membership, or with respect to terms, conditions or employment or training, placement or any other benefit; and/or.
8. For any employer, employment agency, or labor organization to discriminate against any individual because he has sought psychiatric help.

ASSURANCE OF NON-SEGREGATED FACILITIES

The Bidder/Offeror assures the City of Baltimore and the U. S. Department of Labor that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder/Offeror understands that the phrase "segregated facilities" includes facilities, which are, in fact, segregated on the basis of race, color, sex, or national origin because of habit, local custom, or for any other reason. The Bidder/Offeror also understands and agrees that maintaining or providing segregated facilities for his employees or permitting his employees to perform their services at any locations, under his control, where segregated facilities exist is a violation of the requirements appearing in Executive Order 11246 as amended by Executive Order 11375.

The Bidder/Offeror further understands and agrees that a breach of this agreement subjects him to the provisions of the rules and regulations issued by the Office of Federal Contract Compliance dated May 21, 1968, and the provisions of the Equal Opportunity Clause incorporated in the contract between Bidder/Offeror and the City of Baltimore. Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 USC, Item 1001.

IN ACCORDANCE WITH PRESIDENTIAL EXECUTIVE ORDER NUMBER 10936 DATED APRIL 24, 1961, IN REGARDS TO IDENTICAL BIDS, ALL BIDDERS MUST STATE THEIR FEDERAL SOCIAL SECURITY IDENTIFICATION NUMBER USED ON THE EMPLOYER'S QUARTERLY FEDERAL TAX RETURNS, U. S. TREASURY DEPARTMENT FORM 941:

NO.:_____

B-96

PLEASE NOTE

Do not overlook the requirement on the following pages for informational data and completion of affidavits as indicated thereon.

In submitting this signed Bid/Proposal, the vendor (contractor) certifies that he has ascertained that his Bid Deposit Check or Bid Bond is adequate to cover this Bid/Proposal. It is the responsibility of bidders to assure that **ANNUAL BID BONDS** submitted to the City by their surety are on file prior to opening dates. **FAILURE TO ABIDE BY THIS OBLIGATION WILL RESULT IN BID REJECTION.**

See Paragraph I, General Conditions of Bid, Proposal and Contract on Page 1 of the white sheets.

BID PROPOSAL

BID CHECK OR BID BOND INFORMATION

BID/GUARANTEE DEPOSIT SHAL BE IN THE AMOUNT OF \$2,000.00

Total Dollar Amount Bid \$ _____

Bid Check Submitted In the Amount Of \$ _____

OR

Current Annual Bid Bond Filed Or
Submitted In The Amount Of \$ _____

OR

Continuous Bid and Performance Bond On
File or Submitted In The Amount Of \$ _____

Bidders make certain the amount of the check or bond coverage is at least as much as that specified in the Bid/Proposal/Contract documents.

IN ACCORDANCE WITH PRESIDENTIAL EXECUTIVE ORDER NO. 10936 DATED APRIL 24, 1961, IN REGARDS TO IDENTICAL BIDS – ALL BIDDERS MUST STATE THEIR FEDERAL SOCIAL SECURITY IDENTIFICATION NUMBER USED ON EMPLOYER’S QUARTERLY FEDERAL TAX RETURNS, U. S. TAX TREASURY DEPARTMENT FORM 941.

NO. _____

**MAYOR AND CITY COUNCIL OF BALTIMORE
MINORITY AND WOMEN'S BUSINESS PROGRAM
BALTIMORE CITY CODE, ARTICLE 5, SUBTITLE 28**

BIDDER INFORMATION AND FORMS

CONTRACTING AGENCY: Development Human Resources – Employee Benefits Division .

CONTRACT NUMBER: **BP- 03155**

CONTRACT TITLE: **Provide Employee Dental Plan**

Pursuant to Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition) – Minority and Women's Business Program, Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to this contract.

The MBE goal is **17** %

The WBE goal is **9** %

Bid Requirements

Bid must include a commitment to utilize MBEs and WBEs at a percentage that equals or exceeds the contract goals stated above. Bidder must submit the following completed documents WITH THE BID:

- (1) MBE and WBE Participation Disclosure Forms
- (2) Statement of Intent Form(s) signed by both Bidder and MBE or WBE
- (3) MBE/WBE Participation Affidavit

Any bid that does not include the MBE/WBE Participation Disclosure Form, signed Statement of Intent Form(s) and MBE and WBE Participation Affidavit is non-responsive and will be rejected.

Bidder must keep a record of bidder's efforts to obtain MBE and WBE participation.

Verifying Certification

Each bidder is responsible for verifying that all MBEs and WBEs to be used on a contract are certified by the Minority and Women's Business Opportunity Office (MWBOO) before bid opening. A directory of certified MBEs and WBEs is available from MWBOO. Since changes to the Directory occur daily, the bidder should call MWBOO at 410-396-4355 to verify certification, expiration dates, and services that the MBE or WBE is certified to provide.

Contract Requirements

During the term of the contract, any unjustified failure to comply with the MBE and WBE participation requirements is a material breach of contract.

Before final payment may be made under the contract, the contractor must submit the Subcontractor Utilization Form with its final payment request. The Subcontractor Utilization Form will include a list of the names of all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE, the total amount paid to each subcontractor, and the owner's race/ethnicity and sex.

Waiver Requests

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. No waiver will be granted unless the waiver request includes documentation that demonstrates a good faith effort to comply with the goals.

MBE and WBE Participation Standards

The total dollar value of a contract with a company certified as both MBE and WBE (M/WBE) may be counted toward either the MBE goal or the WBE goal, but not to both. The bidder must choose the goal to which the contract value is applied.

Non-affiliation

A bidder may not use an MBE or WBE to meet a contract goal if:

1. the bidder has a financial interest in the MBE or WBE
2. the bidder has an interest in the ownership or control of the MBE or WBE
3. the bidder is significantly involved in the operation of the MBE or WBE

(Art. 5, §28-41)

A bidder that is an MBE or WBE may NOT use itself to meet a contract goal.

Commercially Useful Function

The bidder may count toward the contract goals only expenditures to MBEs and WBEs that perform a commercially useful function in the execution of the contract. Commercially useful function means the performance of real and distinct work for which the business enterprise has the skill, expertise, and actual responsibility to perform, manage and supervise. (Art.5, §28-32).

Subcontracting by MBE or WBE

A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to an MBE's or WBE's contracts for the purchase of materials, equipment, or supplies as an incident to the performance of services under its agreement with the bidder. (Art. 5, §28-34)

Manufacturers

A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE manufacturer. (Art. 5, §28-36)

Suppliers

Manufacturers - A bidder may count toward the contract goal 100% of its expenditure to a certified MBE or WBE supplier who manufactures the goods supplied.

Non-Manufacturers - A bidder may count 100% of its expenditure to a certified MBE or WBE supplier who is a wholesaler warehousing the goods supplied; or who is a manufacturer's representative. However, only 25% of the contract goal may be attained by expenditures to MBEs or WBEs that are non-manufacturing suppliers. (Art. 5, §28-37)

Joint Ventures

A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE that is a member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control, and management of the joint venture. (Art. 5, §28-33)

Insurance companies and travel agents

A bidder may count toward the contract goals only 15% of its expenditure to a MBE or WBE insurance company or travel agent. (Art. 5, §28)

Financial institutions

A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution. (Art. 5, §28)

If you would like to receive a copy of Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition) please call MWBOO at 410-396-4355.

**MAYOR AND CITY COUNCIL OF BALTIMORE
MINORITY AND WOMEN'S BUSINESS OPPORTUNITY OFFICE**

MBE AND WBE PARTICIPATION REQUIRED FORMS

Name of Bidder (Proposer) _____

Address _____

Contracting Agency Development of Human Resources – Employee Benefits Division

Contract (Project) Title Provide Employee Dental Plan

Contract Number: BP-03155

Bid Due Date: _____

Goals: MBE: 17 % WBE: 9 %

THIS PACKAGE OF MBE AND WBE PARTICIPATION FORMS IS DUE WITH THE BID .

FOR MORE INFORMATION OR ASSISTANCE WITH THESE FORMS, CONTACT:

Minority and Women's Business Opportunity Office (MWBOO)
Baltimore City Department of Law
Room 101 City Hall
100 N. Holliday Street
Baltimore, Maryland 21202
410-396-4355

PART A: INSTRUCTIONS

The requirements of the Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition), are a part of this contract and are incorporated by reference. FAILURE OF ANY BIDDER, CONTRACTOR OR SUBCONTRACTOR TO COMPLY WITH ARTICLE 5, SUBTITLE 28 SHALL BE A MATERIAL BREACH OF CONTRACT.

The following are included:

Part A: Instructions

Part B: MBE and WBE Participation Disclosure Form

Part C: Statement of Intent Form - A Statement of Intent Form shall be completely executed for each and every MBE and WBE named in Part B.

Part D: MBE/WBE Participation Affidavit - to be completed by Bidder.

Part E: MBE/WBE Participation Waiver Request Form. If you are unable to meet the MBE and WBE participation goals for this contract, the law requires you to submit a waiver request with the bid.

Part F: Subcontractor Utilization Form

ALL FORMS ARE DUE WITH BID.

For any Contract not competitively bid and awarded by the Board of Estimates, this form is due before the Board of Estimates approves the Contract or Agreement.

PART B: MBE PARTICIPATION DISCLOSURE FORM

Use this form to list MINORITY Business Enterprises that you will use to meet the MBE Participation Goal. You may not use the same subcontractor to meet both the MBE and WBE goals. If Bidder is an MBE or WBE, Bidder may not use itself to meet the MBE goal.

Prime Contractor's Name: _____

Prime Contractor's Address: _____

Contract Number & Title: _____

MBE SUBCONTRACTORS

Name:	Certification Number	Expiration Date	\$ Amount of Subcontract	% of Total Contract

TOTAL DOLLAR AMOUNT OF CONTRACT \$ _____

TOTAL DOLLAR AMOUNT OF MBE SUBCONTRACTS \$ _____

TOTAL MBE PERCENTAGE OF ENTIRE CONTRACT _____%

Form Prepared by:

_____	_____	_____
Name and Title	Phone #	Date

PART B: WBE PARTICIPATION DISCLOSURE FORM

Use this form to list WOMEN'S Business Enterprises that you will use to meet the WBE Participation Goal. You may not use the same subcontractor to meet both the MBE and WBE goals. If Bidder is an MBE or WBE, Bidder may not use itself to meet the WBE goal.

Prime Contractor's Name: _____

Prime Contractor's Address: _____

Contract Number & Title: _____

WBE SUBCONTRACTORS

Name:	Certification Number	Expiration Date	\$ Amount of Subcontract	% of Total Contract
-------	-------------------------	--------------------	-----------------------------	------------------------

TOTAL DOLLAR AMOUNT OF CONTRACT \$ _____

TOTAL DOLLAR AMOUNT OF WBE SUBCONTRACTS \$ _____

TOTAL WBE PERCENTAGE OF ENTIRE CONTRACT _____%

Form Prepared by:

Name and Title

Phone #

Date

**PART C: MBE/WBE AND PRIME CONTRACTOR'S
STATEMENT OF INTENT**

COMPLETE A SEPARATE FORM FOR EACH AND EVERY MBE AND WBE NAMED IN PART B OR BID WILL BE CONSIDERED NON-RESPONSIVE.

Contract Name and Number: _____

Name of Prime Contractor: _____

Name of MBE or WBE: _____

MBE or WBE Certification Number: _____

Work/Service to be performed by MBE or WBE:

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$_____ (If this is a requirements contract, the subcontract dollar amount may be omitted.)

Subcontract percentage of total contract: _____%

The undersigned Prime Contractor and subcontractor agree to enter into a contract for the work/service indicated above for the dollar amount or percentage indicated, subject to the prime contractor's execution of a contract with the City of Baltimore for the above referenced contract number. The undersigned subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office.

Signature of Prime Contractor (**REQUIRED**) Date

Signature of MBE or WBE (**REQUIRED**) Date

PART D: MBE/WBE PARTICIPATION AFFIDAVIT

The Undersigned authorized representative of Contractor does hereby make the following Affidavit:

Contractor acknowledges the MBE goal of _____% and the WBE goal of _____%

for Contract No./Title _____
with the City of Baltimore.

My firm will make good faith efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to the Minority and Women's Business Opportunity Office (MWBOO) copies of all executed agreements with the MBE and WBE firms being utilized to achieve the participation goals and other requirements of Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition). I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the MWBOO canceled checks and any other documentation and reports required by MWBOO on a quarterly basis, verifying payments to the MBE and WBE firms utilized on the contract.

I understand that, if I am awarded this contract and I find that I am unable to utilize the MBEs or WBEs identified in my Statements of Intent, I must substitute other certified MBE and WBE firms to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of MWBOO.

I understand that, if awarded this contract, authorized representatives of the City of Baltimore may examine, from time to time, the books, records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

Contractor Company Name

Signature

Address

Print Name and Title

Sworn and subscribed before me this _____ day
of _____, in the year _____.

Notary Public

PART E: MBE/WBE PARTICIPATION WAIVER REQUEST FORM

Name of Bidder (Proposer) _____

Address _____

Contracting Agency _____

Contract (Project) Title _____

Contract Number: _____

Bid Due Date: _____

Goals on this contract: _____% MBE _____% WBE

I have achieved _____% MBE _____% WBE

I am requesting a waiver of _____% MBE _____% WBE

I have contacted MWBOO for assistance _____ Yes _____ No

Number of MBE firms contacted: _____ (Attach a list of names)

Number of WBE firms contacted: _____ (Attach a list of names)

Explain why waiver is being requested:

Attach documentation of your good faith efforts to secure, contact and negotiate with MBEs and WBEs, including:

- (1) the reasons your company is unable to secure sufficient MBE/WBE participation to meet the stated goals.
- (2) The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs
- (3) For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion.

Signature of Authorized Company Representative

Date

PART F: SUBCONTRACTOR UTILIZATION FORM**THIS FORM MUST BE INCLUDED WITH REQUEST FOR FINAL PAYMENT.**

Prime Contractor's Name: _____

Contract Title: _____

Contract Number: _____

Total Contract Dollar Amount: _____

Provide the following information for EACH AND EVERY subcontractor, both MBE/WBE and NON-MBE/WBE used on this contract. (Duplicate form if necessary.)

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND sex of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND sex of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If dollar amount paid to date is less than subcontract amount, explain why

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND sex of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract amount, explain why

Prime Contractor's signature_____
Date